**King Mongkut’s University of Technology Thonburi**

**Data Sharing Agreement**

This Data Sharing Agreement (“Agreement”) is effective as of ……………………. (“Effective date”) by and between:

**King Mongkut’s University of Technology Thonburi by ………(Faculty)………………**,with offices located at …………………………………………., Thailand (hereinafter referred to as **“PROVIDER”**)

and

**……………………………………………………………………**,with offices located at **............................... ....................................** (hereinafter referred to as **“RECIPIENT”**).

(PROVIDER and RECIPIENT shall be hereinafter referred to collectively as “Parties” and individually as “Party”.)

Both Parties agree to share data (which later in this Agreement is referred to as the “Project”) with the following purposes:

□ Research ........................................... received funding from …………………………………… with................................................ as Principal Investigator / Project Leader

□ Teaching subjects/courses ............................. of .................................................... (specify the name of the department/faculty/institution)

□ Other ...........................................................

The details of the project shall be in accordance with the use of data, data management and the list of participants using the data specified in Annex A.

1. **Definitions**

Both parties therefore agree to this Agreement in accordance with the following definitions.

|  |  |
| --- | --- |
| **Data** | Data of the PROVIDER that RECIPIENT requests to use and study which is all data without limitation, including data that is the result of research in all sciences, knowledge of techniques, methods, or procedures for performing work, whether protected by private data protection laws or other laws or not. |
| **Confidential** **Information** | Data is confidential for PROVIDER “in the form of documents, models or other tangible forms. Includes all confidential data within a specified time period or in any other way expressly stipulated or implied. |
| **Intellectual Property Rights** | All intellectual property rights without limitation, including the right to have confidential information kept confidential. |

**2. Scope of Agreement**

|  |  |
| --- | --- |
| 2.1 | PROVIDER agrees with the use of Data by RECIPIENT. |
| 2.2 | RECIPIENT shall use the Data only for the purposes set out in this Agreement. |
| 2.3 | RECIPIENT shall use the Data in accordance with good research practice, all due skill and care and with dignity, sensitivity and respect. RECIPIENT shall comply with any relevant privacy law and be in compliance with all other applicable laws, regulations, guidelines and approvals, including without limitation the ICH-GCP. |
| 2.4 | RECIPIENT shall acknowledge PROVIDER as the source of the Data in any publication reporting on its use, unless requested otherwise by PROVIDER. |
| 2.5 | RECIPIENT agrees to obtain the written consent of PROVIDER if there is any material change to the proposed use of the Data in the Project. |
| 2.6 | RECIPIENT is not a representative or cannot give either express or implied warranty in relation to the Data. PROVIDER shall not be liable for any inappropriate use, infringement on the rights of others, or infringement of intellectual property rights use of the Data by RECIPIENT, and RECIPIENT shall indemnify and shall hold PROVIDER harmless for any damages whatsoever arising from RECIPIENT’s use of the Data. |

**3. Data sharing, transfer of rights, non-purpose use**

|  |  |
| --- | --- |
| 3.1 | RECIPIENT shall not share or transfer the Data in whole or in part to any third parties  without a written consent of PROVIDER. |
| 3.2 | RECIPIENT shall not use the Data or any parts thereof for any commercial purpose or any purpose that is subject to consulting or licensing obligations to third parties.  If the RECIPIENT has obtained written consent of PROVIDER in or for the use of the Data for commercial purposes or for other purposes, any relevant third party shall enter into a separate Data Sharing Agreement with PROVIDER and shall define the details and guidelines for the fair allocation of benefits due to PROVIDER. |
| 3.3 | If RECIPIENT uses the Data for purposes other than specified in this Agreement without the written consent of PROVIDER or fails to comply with any part of the Agreement for any reason, it is considered a violation of the Agreement. PROVIDER can terminate the Agreement immediately and has the right to claim damages incurred from RECIPIENT. |

**4. Term of AGREEMENT**

This agreement is effective for three (3) years after the effective date.

**5. Intellectual Property**

|  |  |
| --- | --- |
| 5.1 | Data remains the property of PROVIDER. There is no transfer or licence or implied transfer of licence rights in the Data from PROVIDER to RECIPIENT, including any Intellectual Property Rights. This Agreement does not restrict the rights of PROVIDER to distribute the Data to other entities or to publish any document relating to the Data. |
| 5.2 | The Parties agree that all rights, title and interest in the Intellectual Property (IP) discovered or developed as a result of RECIPIENT’s use of the Data for the Project, hereinafter referred to as the “Intellectual Property” will be owned jointly by the Parties as tenants in common in shares proportionate to their respective intellectual contributions to the development or creation of that Intellectual Property. If the Project IP has the potential to be exploited, either party or both parties will be permitted in writing to have the right to use with a non-exclusive, non-transferable agreement with other parties. |

**6. Confidentiality of Information**

|  |  |
| --- | --- |
| 6.1 | RECIPIENT shall maintain the confidential information in confidence and shall not disclose such in any part or whole to any third party. |
| 6.2 | RECIPIENT shall immediately notify PROVIDER if RECIPIENT becomes aware of any suspected or actual unauthorized use, copying or disclosure of confidential information. |
| 6.3 | RECIPIENT will provide access to Data and various confidential information to the project leader of RECIPIENT and persons involved in the implementation of this Agreement. It is the same responsibility for the confidentiality of information, and the RECIPIENT is jointly responsible for any breach of confidentiality in the Data and any confidential information stipulated in the Agreement. |
| 6.4 | When the Agreement expires, RECIPIENT and persons concerned also have a duty to maintain the confidentiality of the Data and any other confidential information under this Agreement for an additional three years. |

**7. Termination and EXPIRATION of Agreement**

|  |  |
| --- | --- |
| 7.1 | PROVIDER has the right to terminate this Agreement forthwith at any time and for any cause by means of written notice to RECIPIENT. |
| 7.2 | In the case of any termination of this Agreement, RECIPIENT shall immediately discontinue all use of the Data and destroy all Confidential Information in accordance with PROVIDER’s instructions after the termination or upon request at RECIPIENT’s own cost and notify the result of the completion in writing to PROVIDER. |

**8. Governing Law**

The validity and interpretation of this Agreement shall be governed by the laws of Thailand, and any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Thailand.

This Agreement made in two copies have the exact same content The parties have read and understood thoroughly the message and stipulations in the Agreement before signing in the presence of witnesses and each party shall retain one copy.

(Signature)……………………………………………….…PROVIDER

(……………………………………..…………….)

(Signature)…………………………………………………. RECIPIENT

(……………………………..……………………………….)

(Signature)…………………….…………………………… WITNESS

(……………………………….………………………..)

(Signature)…………………………………………………. WITNESS

(…………………………………………………………….)

**Annex A**

* Data Sharing Agreement is information management between King Mongkut's University of Technology Thonburi by............................................ (PROVIDER) and ................................. (RECIPIENT).
* Name of project/course/other where the information is used ................................
* Objectives of the Project
* Data Sharing
* Sharing Method, Management, Data Implementation and Analysis
* Data Maintenance and Destruction
* Persons providing information (specify how many people, name, surname, position and organization name)
* Persons who access and use information (specify how many people, name, surname, position and organization name)................