

RTTP@Stanford DATA TRANSFER AGREEMENT
(Identified and De-identified Data for External Use)

THIS DATA TRANSFER AGREEMENT (this "Agreement"), effective as of the date of the last signature below (the "Effective Date"), is by and between "Research to the People at Stanford", a not-for-profit corporation, and _____, an individual with an address at Text ("Recipient"). RTTP@Stanford and Recipient shall be individually a "Party" and collectively, the "Parties".

WHEREAS, Recipient desires to obtain, and RTTP@Stanford agrees to provide, certain identified and de-identified data under the terms and conditions of this Agreement for the purpose(s) set forth herein;

NOW, THEREFORE, the Parties, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

1. RTTP@Stanford provide the Recipient with access to certain data (could be both "Identified" or "De-identified Data"), for use in accordance with the terms and conditions of this Agreement.
2. Recipient will be designated the custodian ("Custodian") of the Data. Custodian will be responsible for complying with all conditions of use. Custodian shall further be responsible for establishing and maintaining security arrangements as specified in this Agreement to prevent unauthorized use and disclosure of the Data. Recipient agrees to provide RTTP@Stanford no less than thirty (30) days advance notice of any proposed change of custodianship.
3. The Custodian, on the Recipient's behalf, may use the De-identified Data only for the purpose(s) of performing analysis using Stanford algorithms (the "RTTP@Stanford").
4. Notwithstanding anything to the contrary, the Recipient shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the Data to any third party.
5. Recipient agrees as follows:
 - a. To limit access to the Data to third parties solely in furtherance of the Research.
 - b. Not to use or further disclose the Data or any information contained therein other than as permitted by this Agreement or required by applicable law.
 - c. To use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement.

- d. To immediately report to RTTP@Stanford, any use or disclosure of the Data or any part of it not provided for by this Agreement of which Recipient or its Custodian becomes aware.
 - e. To ensure that any Recipient's employees, agents, or subcontractors who have access to the Data or any part of it, agree to the same restrictions and conditions that apply to the Recipient and the Custodian under this Agreement.
 - f. Not to use the information contained in the De-identified Data to identify the individuals whose information is contained in the De-identified Data, nor to contact them under any circumstances.
 - g. To use the De-identified Data in accordance with all applicable governmental and National Institutes of Health regulations and guidelines.
 - h. At RTTP@Stanford's election, to destroy or return the De-identified Data at the completion of the Research.
6. RTTP@Stanford retains all title and rights to the Data. RTTP@Stanford grants no right or license in the De-identified Data, whether expressly or by implication, except as specifically set forth in this Agreement. The Parties acknowledge that any and all rights, including but not limited to patent rights, trademarks, copyrights, and other proprietary rights, in and to the Data, shall be and remain in RTTP@Stanford, subject to the rights granted herein.
 7. The Agreement may be terminated by either Party at any time for any reason upon thirty (30) days written advance notice. Upon such notice, RTTP@Stanford will notify Recipient to destroy or return the Data at Recipient's expense.
 8. Upon MSK's reasonable written request, Recipient will report to MSK the Results obtained during the performance of the Research, which may include the derivative data and/or files. "Results" shall mean all findings, results, data and other information that are generated from the performance of the Research during the Term and using the Data. Results will be jointly owned by RTTP@Stanford and Recipient. Each of RTTP@Stanford and Recipient may use the Results for any lawful purpose without accounting to the other.
 9. Recipient agrees that any publication arising hereunder or related to the use of the Data or any Results will acknowledge RTTP@Stanford as the source of the Data. Recipient agrees that the lead researchers from RTTP@Stanford will be co-first author on any publication or presentation arising hereunder. Recipient shall not imply or infer any correlation between the Results and RTTP@Stanford in any publication. Nothing herein shall be interpreted to limit MSK's ability to release publications or presentations related to the Data at its sole discretion.

10. "Invention" shall mean any intellectual property, products, or procedures, whether patentable or not, that is conceived or reduced to practice from the use of the Data or Results during the performance of the Research. Any Invention that relies on, is derived from, or arises from use of the Data shall be equally owned by the inventor and RTTP@Stanford.
11. The Parties do not intend to share any Protected Health Information ("**PHI**"), as defined by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the regulations promulgated thereunder. Recipient further agrees that for the time period that Recipient is in possession of such PHI, Recipient shall maintain the confidentiality of such PHI and shall take reasonable measures to prevent its further disclosure.
12. In the event RTTP@Stanford becomes aware of any use of the De-identified Data or any part of it that is not authorized under this Agreement or required by applicable law, RTTP@Stanford may terminate this Agreement immediately.
13. In no event shall RTTP@Stanford be liable for any use of the De-identified Data or any derivative results by Recipient. To the extent permitted by federal and state laws, Recipient hereby agrees to defend, indemnify and hold RTTP@Stanford harmless from any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from Recipient's use, handling, analysis, or storage of the De-identified Data.
14. Except as otherwise required by law or regulation, neither Party shall, without the prior written consent of the other Party, use in any advertising, publicity, or otherwise, the name, trademark, logo, symbol, other image of the Party or any of its affiliates, departments, directors, officers, employers, or agents.
15. Except as specifically provided in this Agreement, no amendment or change in the provisions of this Agreement or of any exhibit shall be effective or binding upon either Party unless in a writing executed by both Parties.
16. The Agreement title and section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text. In this Agreement, the singular shall include the plural and the neutral gender shall include the masculine and feminine genders, and vice versa, unless the context otherwise requires. Unless otherwise specified, references to sections, schedules and exhibits in this Agreement are to the sections of, and schedules and exhibits attached to, this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. For purposes of this Agreement, (a) any list or examples following the words "include," "includes," and "including" shall be interpreted without limitation to the generality of the preceding words; and (b) the word "or" is not exclusive.

17. All notices, requests, consents, claims, demands, waivers and other communications given pursuant to the terms and provisions hereof (each, a "Notice") will be in writing.
18. Except as otherwise specifically set forth, this Agreement is not intended to benefit or be enforceable by any individual or entity other than the Parties and their respective successors and permitted assigns. No third party shall obtain any right under this Agreement, or shall by reason of any provisions herein, make any claim against any of the Parties.
19. Neither Party will hold the other liable for failure to comply with any of the terms and conditions of this Agreement which failure results from natural disaster, war, insurrection, or other civil unrest, strikes, or a national or regional emergency beyond the reasonable control of such Party. Each Party will use reasonable efforts to avoid or cure such conditions.
20. No action or inaction by either Party shall be construed as a waiver of such Party's rights under this Agreement or as provided by applicable law. No term of this Agreement may be waived except by an express agreement in writing, identified as a waiver to this Agreement, signed by the waiving Party. The failure or delay of a Party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.
21. If any one or more of the provisions contained in this Agreement is found, for any reason, to be invalid, illegal, or unenforceable in any jurisdiction in any respect, then and in any such event, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The Parties shall use good faith efforts to restate the invalid, illegal or unenforceable provision(s) to reflect the original intentions of the Parties as nearly as possible in a mutually acceptable manner in accordance with applicable laws.
22. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective representatives, each of whom is duly authorized to execute the same, as of the Effective Date.

RECIPIENT

RTTP@Stanford

By: _____

By: P. Kane

Name: _____

Name: Peter W Kane

Title: _____

Title: RTTP@Stanford, Director

Date: _____

Date: 09/11/2021

Although not individually a party to this Agreement, I, the Custodian, as an employee of Recipient, have read and understand the terms of this Agreement.

Although not individually a party to this Agreement, I, as an employee of RTTP@Stanford, have read and understand the terms of this Agreement.

By: _____

By: _____

Name: _____

Name: Fereshteh Jahanbani, PharmD/PhD

Title: _____

Title: RTTP@Stanford, Chief Scientific Adviser

Date: _____

Date: 09/11/2021