

DATA TRANSFER AGREEMENT

This Data Transfer Agreement (the "**Agreement**") is made and entered into as of the date of last signature below (the "**Effective Date**") by and between:

CENTRE INTÉGRÉ UNIVERSITAIRE DE SANTÉ ET DE SERVICES SOCIAUX DU CENTRE-SUD-DE-L'ÎLE-DE-MONTRÉAL (CCSMTL), a legal entity under public law legally constituted under the *Act to modify the organization and governance of the health and social services network*, having its head office at 1560, Sherbrooke Street East, Montréal (Québec), H2L 4M1 Canada, that operates Centre de Recherche de l'Institut Universitaire de Gériatrie de Montréal« **CRIUGM** ») duly represented by its director of research and academic affairs Ms. Annie-Kim Gilbert.

(hereinafter "**Provider** ")

AND

[RECIPIENT NAME], a corporation/institution under the laws of [JURISDICTION] with a place of business at [ADDRESS] (hereinafter referred to as "**Recipient Institution**") on behalf [NAME OF THE PRINCIPAL RESEARCHER] (hereinafter the «**Recipient Researcher**»);

(Recipient Institution and Recipient Researcher are collectively referred to as "**Recipient**")

(individually Provider and Recipient are each a "**Party**" and collectively the "**Parties**")

WHEREAS CRIUGM has established a database « Courtois NeuroMod databank» under the administration of Professor **Pierre Bellec**, principal investigator of the Courtois NeuroMod project;

WHEREAS Courtois NeuroMod Databank aims to preserve the data acquired in the Courtois NeuroMod project and to use the data to deepen the understanding of artificial and biological intelligence;

WHEREAS the Courtois NeuroMod databank is intended as a platform for sharing data with the scientific community in order to encourage and accelerate scientific research on the human brain and artificial intelligence.

WHEREAS the Recipient wishes to obtain from the Provider certain data from the Courtois NeuroMod databank, and that the Provider agrees to provide it, in accordance with the conditions and terms set out in this Agreement;

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 **Data** means all de-identified data from the Courtois NeuroMod databank being transferred to the Recipient for the **Project** described in Schedule A;
- 1.2 **Derivatives** means all data generated from de-identified Courtois NeuroMod databank;
- 1.3 **Enriched data** means a combination of de-identified Courtois NeuroMod data bank and derivatives provided by Courtois NeuroMod databank users;
- 1.4 **Invention** means any discovery, invention or creation made from the use of the data, in whole or in part;
- 1.5 **Project** means the research project proposed by the Recipient and approved by the User access committee and further described in Appendix A.
- 1.6 **Results** means any result obtained by the Recipient Researcher through the use of the Data within the framework of the Project.

2. COMPLIANCE

The Recipient shall comply with all applicable laws, regulations, guidelines and policies (“**Applicable Law**”) including, without limitation, the laws on the protection of personal information applicable in Quebec and Canada, throughout the life cycle of the Data, including and in particular, the use, the conservation and, if necessary, the destruction. The Recipient agrees to obtain all consents, appropriate authorizations and approvals required by an institutional research ethics board or equivalent.

3. DATA USE

The Recipient shall limit access to the Data only to its internal personnel and/or agents who need access for the purposes herein and who are bound by the same confidentiality obligations herein (“**Project Staff**”). Without limiting the obligation set out in Section 2, the Recipient agrees that they, and shall require their Project Staff, to:

- a) maintain Data in confidence, and not disclose Data except as permitted by this Agreement;
- b) use Data solely for the purposes of the Project in compliance with the provider's research ethics board («**REB**») or, if applicable, the recipient's REB;
- c) not use the Data to identify any individuals;
- d) not transfer the Data to any third party;
- e) not store the Data in a site beyond its control;
- f) promptly report to the Provider any breach of security regarding the Data;
- g) securely destroy all copies of Data if the Agreement terminates or is terminated unless access to the Data is renewed by the Provider.

4. INTELLECTUAL PROPERTY AND OWNERSHIP

- 4.1 Provider retains all rights, titles and interests in and to the Data.
- 4.2 The Recipient is free to file a patent application claiming any Invention made solely by the Recipient through the use of Data.
- 4.3 Results and Inventions developed solely by the Recipient, through the use of the Data, within the framework of the Project shall be owned by the Recipient.
- 4.4 Recipient agrees to:
 - a) Inform the Provider of any publication or commercialization project at least thirty (30) days before the submission, in order to allow the Provider to ensure the conformity of the use of the Data for the Project as approved;
 - b) Share with the Courtois NeuroMod databank, if applicable, any set of derivatives that the Provider deems useful for the scientific community, and grant to Provider a non-exclusive right to use and to share this enriched data with the scientific community via Courtois NeuroMod databank.

5. TERMS AND TERMINATION

- 5.1 This Agreement shall take effect on the date of the last signature (**Effective Date**);
- 5.2 This Agreement terminates immediately upon the occurrence of any one of the following events:
- 5.2.1 The Project has been completed or terminated.
 - 5.2.2 Recipient ceases active business operations, winds up, enters into receivership, becomes insolvent, bankrupt.
 - 5.2.3 Following a thirty (30) days written notice by one Party to the other of its intention to terminate this Agreement.
 - 5.2.4 Recipient commits a breach of this Agreement.
 - 5.2.5 Five (5) years from the Effective Date
 - 5.2.6 Recipient fails to renew their yearly basis access request to Data.
- 5.3 On the expiration or earlier termination of this Agreement, Sections 2, 3, 4, 6 and 7 will survive.

6. PUBLICATION

The Recipient agrees to acknowledge the contribution of the Courtois NeuroMod databank in all publications of results from the Data by using the following text in the acknowledgments section:

«The Courtois project on neuronal modeling (NeuroMod) was made possible thanks to a generous donation from the Courtois foundation, administered by the Fondation Institut Gériatrie Montréal to CIUSSS du Centre-Sud-de-l'île-de-Montréal and the University of Montréal. The Courtois NeuroMod team is based at the Research Center of the University Institute of Geriatrics of Montreal, with several other institutions involved. See the Courtois NeuroMod documentation for an up-to-date list of contributors (<https://docs.cneuromod.ca>).»

7. REPRESENTATIONS AND WARRANTIES

7.1 Data are being provided by the Provider to the Recipient on an "as is" basis and Data is understood to be experimental in nature. Any use of the Data by Recipient will be at the sole risk and liability of Recipient, whether or not Provider has consented or acquiesced to such use. Provider makes no representation or warranty, whether expressed or implied, with respect to the Data, including any representation or warranty as to the durability, storage, disposal, merchantability or fitness for a particular purpose or to the non-infringement of the Data on the proprietary rights of a third party. Also, Provider will not be liable for any indirect, special, incidental or consequential damage or loss arising out of, or related to, the foregoing even if Provider has been advised of the possibility of such damage or loss.

7.2 The Recipient assumes all liability for damages, which may arise from the use, storage or disposition of the Data. The Provider will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, arising from the use of the Data by the Recipient.

8. NOTICES

All notices, requests or other communications between the Parties pertaining to matters related to this Agreement will be given in writing and addressed the Party as follows:

To Provider:

Attention: Prof. Pierre Bellec

Title: Administrator of the Courtois NeuroMod databank

Address: Centre de Recherche de l'Institut Universitaire de Gériatrie de Montréal

4565, Chemin Queen-Mary

Montréal (Québec)

H3W 1W5

Email: pierre.bellec@criugm.qc.ca

To Recipient :

[INSTITUTIONAL RECIPIENT]

Attention: Name

Title:

Address :

Email:

9. GENERAL TERMS AND CONDITIONS

- 9.1 No party shall be entitled to assign or transfer this Agreement or the rights and obligations hereunder to any third party without the prior written approval of the other parties.
- 9.2 This Agreement including its preamble and the attached Schedules represents the entire understanding between or among the parties related to the Project and supersedes all previously or contemporaneously executed agreements related to the Project. This Agreement shall not be amended, modified, varied or supplemented except in writing signed by each of the parties.
- 9.3 No failure or delay on the part of any party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof.
- 9.4 The parties hereto are independent contractors. Nothing contained herein shall be deemed or construed to create between or among the parties hereto a partnership or joint venture or employment or principal-agent relationship. No party shall have the authority to act on behalf of any other party or to bind another party in any manner. Each Party to this Agreement assumes responsibility for its own obligations under this Agreement.
- 9.5 No party shall use, or authorize others to use, the name, symbols, or marks of another party hereto or its staff for any endorsement purposes without prior written approval from the party whose name, symbols or marks are to be used.
- 9.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.
- 9.7 The provisions of this Agreement which, by their nature, are intended to survive, survive expiry or early termination of this Agreement
- 9.8 This Agreement may be executed in any number of counterparts by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 9.9 The Parties confirm hereby that they each accepted that this Agreement and all documents and notices in connection therewith be drawn up in English.
Les parties reconnaissent par les présentes que chacune d'elles a accepté que cette convention et tout document ou avis y afférent soient rédigés en anglais.

[THE REMAINDER OF THIS PAGE REMAINS BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF Provider and Recipient have caused this Agreement to be executed by their respective duly authorized representatives

CIUSSS DU CENTRE-SUD-DE- L'ÎLE- DE -MONTRÉAL

Signature: _____

Name:

Title:

Date: _____

[RECIPIENT INSTITUTION]

Signature: _____

Name:

Title:

Date: _____

I, [NAME OF RECIPIENT RESEARCHER], having read and understood this Agreement, I hereby agree to act in accordance with all the terms and conditions herein and further agree to ensure that all Project Staff are informed of their obligations under said terms and conditions.

RECIPIENT RESEARCHER

Signature: _____

Name:

Title:

Date: _____

Appendix A

Description of the Project

[TITLE]

**[APPROVAL NUMBER FROM THE USER ACCESS COMMITTEE OF THE
COURTOIS NEUROMOD DATABANK]**