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SAMPLE

DATA DEPOSIT AGREEMENT

DEMENTIAS PLATFORM UK and AFFILIATED HUBS

BETWEEN

SWANSEA UNIVERSITY

AND

INSERT NAME OF PARTY

V3.4 (January 15, 2025)

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THIS AGREEMENT IS DATED

PARTIES

SWANSEA UNIVERSITY, incorporated under Royal Charter number RC000639, and charity registered in England and Wales under number 1138342, having its registered offices at Singleton Park, Swansea, SA2 8PP ("**Swansea"**).

INSERT FULL LEGAL NAME OF PARTY, a company/charity registered in insert jurisdiction of registration under registration number Insert registration number and having its registered offices at PLEASE CHECK AGAINST hSeRP Linkage Centres://find-and-update.company-information.service.gov.uk/ (the "Data **Partner"**).

Each a 'Party' and collectively the 'Parties'.

BACKGROUND

(A) Swansea is a signatory to a multiparty consortium agreement for the delivery of the Dementias Platform UK (the "**Project**") dated 13 June 2014 (the "**Consortium Agreement**").

(B) Part of the work under the Consortium Agreement is to develop a new resource to help researchers make the most of existing study data from over 60 well-established UK population, or cohort studies.

(C) The Data Partner is entitled to control the Data Partner Data (as defined below) as set out in this Agreement.

(D) The Data Partner wishes to transfer the Data Partner Data (defined below) into Swansea's 'Dementias Platform United Kingdom Secure eResearch Platform' and/or affiliated hub [delete as appropriate]. Dementias Platform United Kingdom Secure eResearch Platform Swansea shall ring-fence the Data Partner Data and create data linking opportunities for the Data Partner and, subject to an approved access request, other DPUKSeRP Users (defined below).

(E) Subject to the relevant access request procedure being followed, in accordance with this Agreement, the Data Partner wishes to license to Swansea the use of all copyright and database rights in its Data Partner Data (as defined below) to enable Swansea to perform the Purpose (defined below).

(F) Swansea shall also provide additional resources to the Data Partner as further detailed in this Agreement at Schedule 7.

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AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement.

Additional Resources: means the additional support that Swansea will provide to the Data Partner as set out in Schedule 7 and 8 of this Agreement.

Affiliated Hubs: means hubs created and/or generated with the use of Data Partner Data contained within DPUK's secure environment. An up to date list as of the date of this Agreement of the Affiliated Hubs can be found at Schedule 6 of this Agreement.

Background Intellectual Property: means any Intellectual Property owned or controlled by a Party a) prior to commencement of this Agreement or b) generated by the owning Party during this Agreement and which the owning Party contributes or uses while performing its obligations under this Agreement. For the avoidance of doubt DPUKSeRP and/or its Affiliated Hubs shall be deemed Background Intellectual Property of Swansea.

Code of Conduct; is the defined set of rules and regulations which apply to SERP LINKAGE CENTRE Service Staff

Commencement Date: means the date this Agreement is executed.

Confidential Information: means any Data Partner Data, information (including, without limitation, samples, materials, drawings, specifications, photographs, designs, computer code, computer programs, software, data, formulae, processes, know-how, any technical or commercial information), reports, papers, correspondence or documents which is disclosed by or on behalf of one Party to the other, or to any of such other Party's employees, directors, officers, advisors or representatives ("Representatives"), in whatever form, (including written, oral, visual or electronic) which should reasonably be considered to be confidential.

Data Cleaning; is the technical process undertaken by Swansea to test the data quality and ensure that duplicate or corrupt data is removed for the purposes of data linkage. Data Cleaning shall not affect in any manner the original file provided by the Data Partner.

Data Incorporation: means standard transfer of Data Partner Data in accordance with the Spilt File Process and Schedule 8, onto the DPUKSeRP and/or its Affiliated Hubs in order to a) standardise the format of Data Partner Data to enable future linkage and b) pseudonymise the Data Partner Data, where applicable.

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the DPA 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Information Commissioner UK and which are applicable to a party.

Derived Data: means the data, datasets, and /or variables which can be related to individual participants derived from the use or analysis of the Data by the Recipient in carrying out the Project. **DPA 2018:** means the Data Protection Act 2018.

DPUKSeRP: means the Dementias Platform United Kingdom Secure eResearch Platform developed by Swansea including its ancillary computer codes, algorithms, statistical scripts,

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tools, techniques, methods, and similar materials which will receive and store the Data Partner Data.

DPUK Data Portal: means the virtual desktop infrastructure used to access DPUKSeRP and/or its Affiliated Hubs and all Data Partner Data and Other Cohort Data therein.

DPUK Data Portal Management: means the management and administration by Swansea of requests by third parties to access the Data Partner Data and Other Cohort Data held within DPUKSeRP and/or its Affiliated Hubs via the DPUK Data Portal.

DPUKSeRP User(s): means institutions whose applications for access to DPUKSeRP and/or its Affiliated Hubs via the DPUK Data Portal in order undertake a Study and produce Interrogated Information (defined below) which have been approved by the SAP (as defined below). For the avoidance of doubt, the Data Partner may also be a DPUKSeRP User.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Interrogated Information: means any results generated by a DPUKSeRP User while using the DPUKSeRP and/or its Affiliated Hubs, including but without limitation analysis, graphs, information, charts, and/or reports and specifically excluding all/and any Derived Data or data which is or may be related to individual study participants. For the avoidance of doubt Interrogated Information does not include Data Partner Data, Other Cohort Data or subsequent separate and distinct datasets derived from use of the Data Partner Data and/or Other Cohort Data.

SERP LINKAGE CENTRE Services: means the ring fenced SeRP Linkage Centre de identification and linkage services provided by Swansea, which de identifies personal data transferred within File 1 and provides an appropriate linkage key, in accordance with Schedule 8.

SERP LINKAGE CENTRE Service Staff; are the group of Swansea staff which run the SERP LINKAGE CENTRE Service and operate under a prescribed Code of Conduct

Other Cohort Data: means any data or information provided to Swansea by third parties and uploaded to DPUKSeRP and/or its Affiliated Hubs, eg. Metadata relating to the Data Partner Data.

Data Partner Data: means any data provided by the Data Partner for Data Incorporation, whether owned or generated by the Data Partner or obtained from a third party (subject to Clause 3.11) details of which are captured in Schedule 4 and any subsequent data as agreed in writing (email is sufficient) between the Parties, such additional datasets shall not require amendment to this Agreement however subsequent datasets provided by the Data Partner shall be subject to the terms of this Agreement.

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File 1 Data: means identifier information separated from any additional data in accordance with Schedule 8.

File 2 Data: means the content or payload data separated from identifier data in accordance with Schedule 8.

Permitted Person(s): means individuals who act on behalf of the Data Partner and are permitted access by the Data Partner to the Data Partner Data, circumventing the SAP, via the DPUK Data Portal. A list of permitted persons is recorded by the Departments Compliance team in accordance with the SeRP Linkage Centre policy.

Pseudonymised Data: means data which has undergone a de identification process in accordance with Article 4 (5) of the UK GDPR to ensure that personal data can no longer be attributed to a specific data subject without the use of additional information, which is kept separately and is subject to technical and organisational measures to prevent re identification

Purpose: means the use of Partner Data to further scientific and academic medical research for public benefit.

Security Breach: means any security breach relating to the Data Partner Data reasonably determined by Swansea to be sufficiently serious or substantial to justify notification to the Data Partner.

Security Feature: means any security feature, including any key, PIN, password, token or smartcard.

Services: means the services detailed in Schedule 1 and Schedule 8..

Split File Process: means the established process required by SeRP to ingress data where SeRP is providing SERP LINKAGE CENTRE Services. Data is split into File 1 Data and File 2 data which are ingressed separately to SeRP in accordance with Schedule 8.

Study: means a request for access to DPUKSeRP and/or its Affiliated Hubs via the DPUK Data Portal to undertake a distinct research project as set out in any one application to Swansea to be approved by the SAP.

Study ID: means the unique ID added to row level participant data at the point which it is pseudonymised by the Data Partner which permits the Data Partner to identify a data subject if required

Study Approvals Panel or "SAP": means a group established to consider requests from a DPUKSeRP User to undertake a Study and having the terms of reference for such group set out in Schedule 5. Such group shall include a representative of each provider of the cohort data included within the Study request, including the Data Partner where applicable.

Term: means the period detailed in Clause 0.

UK GDPR: means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of Personal Data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.;

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1.2 **Controller, Processor**, **Data Subject, Personal Data, Process, Personal Data Breach, Data Protection Officer, Processing, Pseudonymised and appropriate technical and organisational measures** shall bear the meanings given to those terms respectively in the Data Protection Legislation.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 A reference to **writing** or **written** includes e-mail.

1.10 Where the Data Partner is also Party to the Consortium Agreement, should there be any inconsistency with between this Agreement and the Consortium Agreement, the terms of the Consortium Agreement shall prevail.

2. SCOPE AND PAYMENT

2.1 During the Term Swansea shall supply the Services and the Additional Resources to the Data Partner.

2.2 In consideration of the Data Partner providing their Data Partner Data to DPUKSeRP and/or its Affiliated Hubs, Swansea shall permit access to the Data Partner, acting through its Permitted Person, to DPUKSeRP and/or its Affiliated Hubs via the DPUK Data Portal to create Interrogated Information using the Data Partner Data only. When accessing the Data Partner Data using the DPUK Data Portal the Data Partner is considered a DPUKSeRP User.

2.3 Swansea shall provide SERP LINKAGE CENTRE Services to effectively pseudonymise File 1 Data and add a Study ID at row level to the Partner Data to allow for Data Incorporation onto the

SAMPLE

DPUKSeRP platform. Swansea shall facilitate use of the same for approved projects by granting DPUKSeRP Users access in accordance with the procedure outlined in Clause 0 below.

2.4 The Data Partner acknowledges that Swansea is under no duty to investigate the completeness, accuracy, or sufficiency of the Data Partner Data.

PAYMENT

2.5 In consideration for Swansea providing the Additional Resources to the Data Partner, the Data Partner shall pay Swansea the amounts specified in Schedule 7 which shall be exclusive of VAT (if applicable).

3. DATA INCORPORATION

With respect to Data Incorporation, the following terms shall apply:

Connection

3.1 The Parties shall use reasonable efforts to establish connectivity between the Data Partner system(s) and the DPUKSeRP and/or its Affiliated Hubs on the Commencement Date.

3.2 Each Party shall bear its own costs of establishing that connectivity.

3.3 The Data Partner may, after the Commencement Date, migrate their Data Partner Data from the Data Partner system to the DPUKSeRP and/or its Affiliated Hubs in accordance with this Agreement. The Data Partner shall ensure that all data transferred to DPUK is transferred in accordance with the process set out within Schedule 8.in accordance with UK ICO Guidance in order that all direct identifiers are removed.

Deleted:

3.4 The Data Partner, shall continue to have authority over their Data Partner Data which is deposited to DPUKSeRP and/or its Affiliated Hubs in accordance with this Agreement and, subject to Clause 8.40, may at any time remove their Data Partner Data from the DPUKSeRP and/or its Affiliated Hubs. Notwithstanding the foregoing, prior to removal, the Data Partner shall provide Swansea with at least 14 days written notice of their intention to withdraw their Data Partner Data. Swansea shall act as a Data Processor when delivering SERP LINKAGE CENTRE de identification services.

3.5 It is the responsibility of the Data Partner to ensure all Data Partner Data is transferred in accordance with the SeRP Split File process prior to providing the same to Swansea for Data Incorporation. To the extent that the Data Incorporation requires Swansea's handling of Personal Data:

(i) the terms of Clauses 3.12 to 3.15 and Schedule 2 shall apply; and

SAMPLE

(ii) the Data Partner shall have sole r liability for data transferred outside of the requirements for data ingress within Schedule 8.

Security and Passwords

3.6 Swansea shall ensure that the Data Partner Data is kept secure by using the Security Features and in an encrypted form and shall use all reasonable security practices and systems applicable to the use of the Data Partner Data by Swansea to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display, or distribution of the Data Partner Data.

3.7 Where Swansea uses Security Features in relation to the Services (wholly or in part), the Security Features must, unless Swansea notifies the Data Partner otherwise in writing, be kept confidential and not lent, shared, transferred, or otherwise misused by the Data Partner.

3.8 If either Party;

a) becomes aware of any unauthorised or unlawful processing of any Data Partner Data;
a) becomes aware that any Data Partner Data is lost or destroyed or has become damaged, corrupted or unusable;
b) becomes aware of any Security Breach; or
c) learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person;

that Party shall promptly notify the other Party and fully co-operate with the other Party to remedy the issue as soon as reasonably practicable.

3.9 Swansea's obligations under Clause 3.7 shall be performed at Swansea's reasonable expense, except to the extent that the Security Breach arose out of any negligence or wilful default of the Data Partner in which case the associated costs shall be invoiced to the Data Partner.

3.10 Swansea may change Security Features on notice to the Data Partner for security reasons.

3.11 The Data Partner acknowledges and agrees that they are responsible for ensuring that they have full legal rights to process Data Partner Data as is required in performance of this Agreement and that it has an appropriate legal basis for use of the Data Partner Data in accordance with this Agreement prior to Data Incorporation of such Data Partner Data.

Data Protection and Roles of the Parties

3.12 The Parties acknowledge that in carrying out their obligations under this Agreement, Personal Data including the special categories of Personal Data may be collected and transferred between them. The Parties agree that they will comply with the requirements of the Data Protection Legislation. Where Data Partner Data is received by Swansea containing Personal Data, Clause 3.5 and Schedule 2 shall apply.

SAMPLE

3.13 The Data Partner is a Controller in relation to its use of Personal Data in pursuance of this Agreement. The Data Partner shall where possible, mask File 1 descriptors, which may provide additional identifying information and this is not a pre requisite to linkage in accordance with Schedule 8. Swansea is a Processor under this Agreement and acts on the instructions of the Data Partner to deidentify, ingress, store and enable researchers access to data via a virtual environment where approval has been granted

Deleted:

3.14 The Processor shall process Personal Data only on the written instructions of the Controller and only to the extent, and in such manner, as is necessary for the purpose of the processing as set out within this Agreement or as required by the Data Protection Legislation or any other applicable law (and the Data Processor shall immediately inform the Controllers or any regulatory body if it believes any instruction or processing is likely to breach such law.

3.15 Swansea has not appointed any sub-processors to process the Personal Data on behalf of the Controllers and shall only do so with the Controllers written prior consent on terms compatible with UKGDPR requirements.

3.14 No Party shall perform its obligations under this Agreement in such a way as to cause any other Party to breach any of its obligations under the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

3.15 As the processing may covers special categories of personal data, a specific legal basis must be identified for processing such data. The Parties agree that the lawful bases for processing Personal Data under this Agreement are as follows;

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Purpose of processing	Lawful basis – reference to GDPR	Special category lawful basis - reference to GDPR	Relevant requirements of Data Protection Legislation 2018	Swansea	Data Partner
The carrying out of research on individuals who are human participants	Art. 6(1)(e) processing is necessary for the performance of a task carried out in the public interest	Art. 9(2)(j) – processing is necessary for archiving purposes in public interest, scientific or historical research purposes	Part 1 of Schedule 1 (4)	Data Processor	Data controller

Fulfilment of the contracts process, compliance with applicable funding terms, administration of the Agreement, and participation in the research excellence framework, sharing personal data pertaining to	Art. 6(1)(b) processing is necessary for the performance of an employment contract Art. 6(1)(f) processing is necessary for the fulfilment of legitimate business interests in relation to the other Party's employees		Part 1 of Schedule 1 (1)	Data controller	Data controller

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individual employees and/or students of each of the Parties with one another, funders, partners and governing bodies					

3.15 Each Party shall:

3.15.1 Inform the other Party before responding to any Data Subject request relating to the subject matter of this Agreement and the other Party shall provide all co-operation and assistance as may be reasonably required by the Party in receipt of the Data Subject request;

3.15.2 only provide Personal Data to the other Party by using secure methods and each Party shall implement appropriate technical and organisational security measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of or damage to Personal Data to ensure a level of security appropriate to the risk of unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected and which satisfies the Data Protection Legislation;

3.15.3 notify the other Party of any potential or actual losses of the Personal Data and/or any breach of security which may compromise the security of the Personal Data as soon as possible and, in any event, use reasonable endeavours to notify within 48 hours of identification of any potential or actual loss, and co-operate with the other Party to mitigate the impact of such circumstances; and

3.15.4 not disclose or transfer the Personal Data to a third party located outside the UK without: (i) the other Party's prior written consent; and (ii) ensuring that such transfer is permitted under the applicable Data Protection Legislation.

Additional Obligations on Swansea

3.16 Swansea shall:

a) take appropriate technical and organisational measures against unauthorised or unlawful processing of the Data Partner Data and against the accidental loss or destruction of, or damage to the Data Partner Data;

b) only make copies of the Data Partner Data to the extent reasonably necessary for the carrying out of this Agreement (which, for clarity, includes back-up, mirroring and similar availability enhancement techniques), security, disaster recovery and testing of the Data Partner Data);

c) not extract, re-utilise, use, exploit, redistribute, re-disseminate, copy or store the Data Partner Data other than for the carrying out of this Agreement.

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4. DPUK DATA PORTAL MANAGEMENT

With respect to DPUK Data Portal Management, the following terms shall apply:

STUDY APPROVALS PANEL (SAP)

4.1 Where required by the Data Partner the SAP shall hear, oversee, approve, or reject all requests from third party DPUKSeRP Users to undertake a Study. The terms of reference for the SAP are attached at Schedule 5.

4.2 Swansea shall require any DPUKSeRP User that wishes to undertake a Study to complete a full Study application. Following receipt of the expression of interest and subject to the agreement of the SAP, Swansea shall require the requesting DPUKSeRP User to enter into a Data Access Agreement ("DAA") before they are provided with access to DPUKSeRP Data Portal. .

4.3 If the SAP have approved a Study and granted access to a DPUKSeRP User to access all or part of the Data Partner Data via the DPUK Data Portal the Data Partner shall not be entitled to withdraw their Data Partner Data until such time as that Study has been completed in accordance with the DAA for that Study.

INTELLECTUAL PROPERTY RIGHTS

Background

4.4 Any Background Intellectual Property used in connection with this Agreement shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title, or interest in or to the ownership or use of any of the Background Intellectual Property of the other Party except under the terms of this Agreement. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title, or interest in or to the Background Intellectual Property of the other Parties save as granted by this Agreement. Each Party grants the other a royalty-free, fully paid-up, non-exclusive licence to use its Background Intellectual Property for the purpose of this Agreement during the Term.

DPUKSeRP Arising Intellectual Property:

4.5 Intellectual Property Rights that embody computer codes, algorithms, statistical scripts, tools, techniques, methods and similar materials developed in the performance of this Agreement for use on Data Partner Data contained within the DPUKSeRP and/or its Affiliated Hubs, whether wholly or partially ("UKSeRP Arising IP") shall be owned by Swansea.

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4.6 Swansea hereby grants a non-exclusive, royalty-free, fully paid-up licence to the Data Partner to use any UKSeRP Arising IP for the purpose of using the DPUKSeRP and/or its Affiliated Hubs.

Intellectual Property Rights in Partner Data and Interrogated Information

4.7 Swansea acknowledges that:

a) all Intellectual Property Rights in the Data Partner Data will remain the property of the Data Partner or its licensors, as the case may be; and
b) Swansea shall have no rights in or to the Data Partner Data other than the rights granted to it by the Data Partner under this Agreement.

4.8 The Data Partner hereby grants to Swansea a royalty-free, non-exclusive licence to use any Intellectual Property Rights contained within the Data Partner Data for the carrying out of this Agreement. Such licence shall be sub-licensable to DPUKSeRP Users to the extent necessary for Swansea to perform this Agreement and grant access to DPUKSeRP Users. Swansea shall only grant such sub-licences to DPUKSeRP Users subject to the SAP process in Clause 4.1-0 being followed.

4.9 All Interrogated Information and Intellectual Property Rights therein shall be the property of the generating DPUKSeRP User.

4.10 Swansea shall procure that DPUKSeRP Users will abide by the publication policy and process as set out at DPUKDP-POL-034-Publications-Policy-V3.pdf

4.11 Where the Data Partner wishes to publish in relation to this Agreement it too shall abide by the publication policy and process as a 'DPUK supported researcher', such policy and process can be found at DPUKDP-POL-034-Publications-Policy-V3.pdf

5. CONFIDENTIALITY

5.1 The term Confidential Information does not include any information that:

a) is or becomes generally available to the public other than as a result of its disclosure by the Party receiving or acquiring Confidential Information (the "Receiving Party") or its Representatives in breach of this Clause 5;
b) was available to the Receiving Party on a non-confidential basis from a third party before disclosure by the other Party (the "Disclosing Party");
c) was, is, or becomes, available to the Receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party;
d) was known to the Receiving Party before the information was disclosed to it by the Disclosing Party;
e) the Parties agree in writing is not confidential or may be disclosed; or
f) is developed by or for the Receiving Party independently of the information disclosed to it by the Disclosing Party.

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5.2 Each Party shall keep the other Party's Confidential Information confidential and shall not:

a) use any Confidential Information except as in accordance with this Agreement; or
b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 5.

5.3 A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know that Confidential Information for the purpose of carrying out this Agreement, provided that:

a) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
b) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this Clause 5.

5.4 A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, as far as it is legally permitted to do so, it gives the other Party as much notice of the disclosure as possible.

5.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other Party, or are to be implied from this Agreement.

5.6 The provisions of this Clause 5 shall continue to apply after termination of this Agreement and continue for a period of five (5) years, notwithstanding the foregoing, in relation to Cohort Data including Derived Data the provisions of this Clause 5 shall continue indefinitely.

5.7 and 5.8 Option 1 – if the Data Partner is not subject to FOIA (delete as appropriate)

5.7 The Data Partner acknowledges that Swansea is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs"). The Data Partner shall:

a) Provide all necessary assistance and cooperation as reasonably requested by Swansea to enable them to comply with its obligations under the FOIA and EIRs;
b) Transfer to Swansea all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;
c) Provide Swansea with a copy of all information belonging to Swansea requested within the Request for Information which is in its possession or control in the form that Swansea requires within 5 Business Days (or such other time period as Swansea may reasonably specify) of Swansea request for such Information; and
d) Not respond directly to a Request for Information unless authorised in writing to do so by Swansea.

5.8 The Data Partner acknowledges that Swansea may be required under the FOIA and EIRs to disclose Information without consulting or obtaining consent from the Data Partner. Swansea shall take reasonable steps to notify the Data Partner of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of

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Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision within this Agreement) Swansea shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

5.7 and 5.8 Option 2 – if the Data Partner is subject to FOIA (delete as appropriate)

5.7 The Parties acknowledges that Swansea is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs"). The Data Partner shall:

a) Provide all necessary assistance and cooperation as reasonably requested by the other Party to enable them to comply with its obligations under the FOIA and EIRs;
b) Transfer to the other Party all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;
c) Provide the other Party with a copy of all information belonging to the other Party requested within the Request for Information which is in its possession or control in the form that the other Party requires within 5 Business Days (or such other time period as the other Party may reasonably specify) of the other Party's request for such Information; and
d) Not respond directly to a Request for Information unless authorised in writing to do so by the other Party.

5.8 Each Party acknowledges that the other Party may be required under the FOIA and EIRs to disclose Information without consulting or obtaining consent from the other Party. Each Party shall take reasonable steps to notify the other Party of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision within this Agreement) the Party subject of the FOIA and/or EIR request shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

6. WARRANTIES

6.1 Swansea warrants that it will:

a) having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful Processing of Data Partner Data and against the accidental loss or destruction of, or damage to, Data Partner Data to ensure a level of security appropriate to:
   I. the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction, or damage; and
   II. the nature of the Data Partner Data to be protected;
b) take reasonable steps to ensure compliance with those measures; and
c) discharge its obligations under this Agreement with all due skill, care, and diligence.

SAMPLE

6.2 The Data Partner warrants and represents that:

a) It has identified a suitable legal basis to transfer all/any data partner data to Swansea

b) It has undertaken all relevant steps to de identify and legally pseudonymise the Data Partner Data and to provide an appropriate study ID for each data subject at row level

c) it has the right to transfer the Data Partner Data to Swansea for use on DPUKSeRP and/or its Affiliated Hubs as required in accordance with this Agreement;

d) the Data Partner Data contains nothing that is defamatory or indecent;

e) the transferring of the Data Partner Data has been carried out in accordance with Data Protection Legislation at all times;

f) it is not aware of any circumstances likely to give rise to breach of any of the Data Protection Legislation in the future (including any Security Breach);

g) It is not depositing Data Partner Data of a Data Subject who has expressly declined the deposit of their Personal Data;

h) all Data Partner Data is necessary, accurate and up to date; and

i) it is registered with all relevant data protection authorities.

6.3 Except as expressly stated in this Agreement, all warranties, conditions, and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

6.4 Without limiting the effect of Clause 6.3, Swansea does not warrant that the Data Partner Data, Other Cohort Data, or Interrogated Information:

a) is or are accurate, complete, reliable, secure, useful, fit for purpose or timely;

b) has or have been tested for use by the Data Partner or any third party.

7. LIMITATION OF LIABILITY

7.1 Neither Party excludes or limits liability to the other Party for:

a) fraud or fraudulent misrepresentation;

b) death or personal injury caused by negligence; or

c) any matter for which it would be unlawful for the Parties to exclude liability.

7.2 Subject to Clause 0, Swansea shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

b) any loss or liability (whether direct or indirect) under or in relation to any other contract.

SAMPLE

7.3 Subject to Clause 7.1, each Party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall in all circumstances be limited to £1million.

7.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Swansea shall not be liable for any delay in delivery that is caused by an event, circumstance or cause within the scope of Clause 9 or the Data Partner's failure to provide Swansea with adequate Data Partner Data that is necessary to the supply of the Services or the Data Partner's failure to comply with Clauses 30 and 40.

7.5 The Data Partner acknowledges that the Services to be provided by Swansea are wholly reliant on the Data Partner transferring its Data Partner Data to Swansea.

7.6 The Data Partner will indemnify Swansea, and keep Swansea fully and effectively indemnified, against each and every claim made against Swansea as a direct result of the Data Partner and/or the Permitted Person's use of DPUKSeRP and/or its Affiliated Hubs, provided that the University must:

a) promptly notify the Data Partner of details of the claim;
b) not make any admission in relation to the claim;
c) make reasonable steps to mitigate its losses and expenses arising from the claim;
d) give the Data Partner all reasonable assistance (at the Data Partner's expense) in dealing with the claim.

The indemnity in this Clause 7.6 will not apply to the extent that the claim arises as a result of Swansea's negligence, its breach of this Agreement or its knowing infringement of any third party's Intellectual Property Rights or its breach of any third party's rights of confidence.

8. TERM AND TERMINATION

8.1 This Agreement shall commence on the Commencement Date and shall continue until the earliest of;

i) Swansea receiving confirmation that funding for the Project shall cease indefinitely; or

ii) termination by either Party by giving the other 30 days' notice in writing.

8.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

8.3 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations, or liabilities of the Parties existing at termination.

SAMPLE

8.4 Subject to Clause 4.3, on any termination of this Agreement for any reason each Party shall as soon as reasonably practicable return or destroy (as directed in writing by the other Party) all data, information, software, and other materials provided to it by the other Party in connection with this Agreement including all materials containing or based on the other Party's Confidential Information.

8.5 The Data Partner shall notify Swansea of their request for either the return or destruction of their Data Partner Data. If the Data Partner elects for destruction of Data Partner Data, Swansea shall as soon as reasonably practicable ensure that all Data Partner Data is deleted from DPUKSeRP and/or its Affiliated Hubs. If the Data Partner elects for return of Data Partner Data, provided Swansea receives a written request to this effect no later than fourteen days after the effective date of the termination or expiry of this Agreement (as applicable), Swansea shall use reasonable efforts to provide the most recent back-up of the Data Partner Data to the Data Partner within 30 days of receipt of the request. If the Data Partner makes no such election within that seven-day period, Swansea may destroy or otherwise dispose of any of the Data Partner Data in its possession.

8.6 Each Party shall provide written confirmation of compliance with Clauses 8.4 and 8.5.

8.7 If a Party is required or requested by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy under Clauses 8.4 or 8.5, it shall notify the other Party in writing of that retention, giving details of the documents or materials that it must retain. That Party shall not be in breach of Clauses 0 or 8.5 with respect to the retained documents or materials, but Clause 5 shall continue to apply to them.

9. FORCE MAJEURE

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if that delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations provided that if the period of delay or non-performance continues for SIX (6) months, the Party not affected may terminate this Agreement by giving thirty (30) days' written notice to the other Party.

10. ASSIGNMENT

This Agreement is personal to the Data Partner and Swansea, and neither shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other (which is not to be unreasonably withheld or delayed). For the avoidance of doubt this Clause is not intended to limit a Party's right to deal with any Intellectual Property Rights in the manner set out in this Agreement.

11. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or

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restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

13. NOTICE

Unless stated otherwise, any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

14. ANNOUNCEMENTS

No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

15. ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

15.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

16. VARIATION

Except as expressly provided in this Agreement, no variation of this agreement shall be effective unless it is in writing and signed by the Parties authorised representatives.

17. SEVERANCE

17.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-

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provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

17.2 If any provision or part-provision of this Agreement is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

19. THIRD-PARTY RIGHTS

19.2 A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19.3 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

20. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21. JURISDICTION

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed (and delivered) shall constitute a duplicate original of this Agreement, but all the counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed at least one counterpart. Transmission of an executed counterpart of this Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of this Agreement.

23. Signatures

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This Agreement has been entered into on the date stated at the beginning of it.

SWANSEA UNIVERSITY		PARTNER [INSERT INSTITUTION]	
Signed		Signed	[insert signature of authorised representative]
Print		Print	[Print name]
Position		Position	[Title]
Date		Date	[Date]

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SCHEDULE 1 - THE SERVICES

DATA INCORPORATION

1. Swansea will facilitate the transfer of pseudonymised Data Partner Data and provide SERP LINKAGE CENTRE Services as set out within Schedule 8.
2. Data Partner Data will be transferred onto the DPUKSeRP and/or its Affiliated Hubs, where it will be housed in its own environment, readily accessible by the Permitted Person(s) and available for research access by DPUKSeRP Users, subject to specific Study approval.

3. Swansea will ring-fence the Data Partner Data once incorporated, housing it in a dedicated area of the DPUKSeRP and/or its Affiliated Hubs

DPUK DATA PORTAL MANAGEMENT

1. Swansea will manage Data Partner Data in accordance with the Agreement.
2. Swansea will provide access for the Permitted Person(s) to the Data Partner Data via the DPUK Data Portal.
3. Swansea will create and manage user accounts within DPUKSeRP and/or its Affiliated Hubs and their project permissions, for the Permitted Person(s) and third parties applying for access to Data Partner Data.
4. Key services that will be provided include:

    a) Creating DPUKSeRP User accounts to enable the creation of Interrogated Information by DPUKSeRP Users.
    b) Ensure that Data Partner Data is sufficiently managed in accordance with SAP regulations before released to DPUKSeRP Users via the DPUK Data Portal.
    c) Follow an end-to-end project application and publications process to maintain the security and integrity of the Data Partner, their Data Partner Data, the Project and any other affiliated party.

SCHEDULE 2 – SWANSEA DATA PROCESSING PROCEDURES

1. In respect of the processing of personal data and particularly File 1, the Data Partner and Swansea acknowledge that for the purposes of this Agreement, the Data Partner is the Data Controller and Swansea is the Data Processor of any Personal Data.

2. Swansea shall process the Personal Data:

    a) only to the extent, and in such a manner as is necessary for it to perform its obligations under this agreement, and not for any other purpose;

    b) strictly in accordance with the Data Partner´s instructions from time to time (including without limitation any request made by the Data Partner that Swansea amend, transfer, or delete Personal Data, or to use or not use the Personal Data to communicate with Data Subjects in such terms and by such method as the Data Partner shall reasonably require); and

    c) in compliance with this Agreement and all other applicable laws, enactments, regulations, orders, standards, and other similar instruments.

3. Swansea shall not:

    a) disclose the Personal Data to any Data Subject or to a third party other than at the specific request of the Data Partner or as provided for in this Agreement; or

    b) transfer the Personal Data outside the European Economic Area without the prior written consent of the Data Partner.

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4. Swansea shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure the Data Partner's compliance with the seventh data protection principle.

5. Swansea shall notify the Data Partner immediately:

   a) if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable, in which case Swansea will arrange and bear the cost of restoring such Personal Data on the Data Partner's request and in accordance with the Data Partner's instructions; and/or

   b) if Swansea becomes aware of any unauthorised or unlawful processing of the Personal Data, in which case Swansea will provide the Data Partner with full co-operation and assistance and comply with all the Data Partner's instructions in the handling thereof.

6. Swansea shall restrict access to the Personal Data to those of its employees who need access to the Personal Data to meet Swansea's obligations under this Agreement; and shall ensure that all such employees:

   a) are informed of the confidential nature of the Personal Data;

   b) have undertaken training in the laws relating to handling personal data; and

   c) are aware both of Swansea's duties and their personal duties and obligations under such laws and this Agreement.

7. Swansea shall inform the Data Provider of any subject access request made to it in relation to data subjects within the Data Provider Data under the Data Protection Act and shall cooperate with the Data Provider to respond to any such requests in a timely manner.

7. Swansea may only authorise a third-party sub-contractor to process the Personal Data on its behalf:

   a) subject to the Data Partner's prior written consent where Swansea has supplied the Data Partner with details of such sub-contractor; and

   b) provided that the sub-contractor's contract with Swansea:

      - provides equivalent rights to the Data Partner against such sub-contractors and equivalent protections in relation to Personal Data as those set out in this agreement; and will
      - terminate automatically on termination of this Agreement for any reason.

8. Swansea shall retain the minimum identifiable data for the shortest period in relation to its function as a SERP LINKAGE CENTRE. Data shall be deleted when linkage is completed to an acceptable standard, as assessed by the SeRP Linkage Centre Service Staff /or the Data Partner requests deletion the data.

9. Swansea will keep a record of any processing of Personal Data it carries out on behalf of the Data Partner and shall:

   a) deal promptly and properly with all enquiries from the Data Partner concerning the Personal

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Data or its processing; and

b) provide the Data Partner on request with a copy of all Personal Data held by it in the format and on the media reasonably specified by the Data Partner.

10. The Data Partner is entitled, on giving at least 14 days' notice (or, if the Data Partner believes that Swansea is in breach of any of its obligations under this Schedule 2 without notice) to Swansea, to inspect or appoint representatives to inspect all facilities, equipment, documents, and electronic data relating to the processing of Personal Data by Swansea.

11. In the event of any complaint, notice or communication relating directly or indirectly to the processing of the Personal Data or to either Party's compliance with this Agreement (including without limitation a request from a Data Subject for access to that person's Personal Data) Swansea shall:

a) immediately inform the Data Partner if any such complaint, notice or communication is received by Swansea from a third party; and

b) provide the Data Partner with full co-operation and assistance and comply with all the Data Partner's instructions in the handling of any such complaint, notice or communication.

12. Swansea agrees to indemnify and keep indemnified the Data Partner against all direct costs, claims, damages, or expenses incurred by the Data Partner excluding any claim for indirect costs or loss of profit or for which the Data Partner may become liable due to any failure by Swansea, its employees, agents, or sub-contractors to comply with their obligations under this schedule or generally in relation to the processing of Personal Data.

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SCHEDULE 3

Data Access Agreement

SCHEDULE 4

DATA PARTNER DATA

Please list data sets to be transferred

SCHEDULE 5 - STUDY APPROVAL PANEL

The SAP shall ensure that a DPUKSeRP User shall not be permitted access to Data Partner Data where such a request will result in, in the SAP's opinion, a sufficiently low level of data that could result in the DPUKSeRP User identifying an individual through the access of other external data. Further considerations will be made on analytic methodology, ethical approvals and funding, however approvals are fully at the discretion of the study-specific SAP members.

The SAP will be comprised of relevant principal investigator's for the Data Partner and the owners of Other Cohort Data whose cohort data has been requested, supported by Swansea. In most cases, represented cohorts will have their own information governance committee, who will consider applications for Data Partner Data for access via the DPUKSeRP Data Portal for Study.

In situations where the cohort does not have an information governance committee, the study applications will be considered at the discretion of the cohort principal investigator(s) directly.

SCHEDULE 6 – This section shall only apply IF the Data Partner is sharing data for use in a hub.

EXHAUSTIVE LIST OF THE AFFILIATED HUBS CONTAINED WITHIN THE DPUKSeRP

Below is a list of the Affiliated Hubs contained within the DPUKSeRP strictly as of the date of this Agreement. This list is exhaustive as of the current date but could be the subject of change contained within future agreements.

Hub Acronym	Hub Name in Full	Year of Creation
TBI-REPORTER	TBI-Repository and Data Portal Enabling Discovery sitory and Data Portal Enabling Discovery	2023

SCHEDULE 7 – This section shall only apply IF there are additional resources provided

ADDITIONAL RESOURCES TO BE PROVIDED BY SWANSEA TO THE DATA PARTNER

Additional capabilities requested	**Amount**	**Cost p/y**	**Total costs**
Standard desktops			
Large desktops			
Extra large desktops			
HPC cluster access			
Data Storage			
Analyst support (Bids formatting and Imaging setup)			
Developer support			
Administrative support			
Total Cost			

Invoices to be sent to [INSERT HERE]

Invoices shall be payable within 30 days of receipt.

Schedule 8: Person-level Export File Structure & Data Transfer Data Ingress using the 'Split File Process'

1. Introduction

SeRP provides a secure technology platform facilitating research at scale within a secure and accredited environment. Data processed by SeRP is subject to the individual governance requirements of the SeRP tenant. SeRP provides SERP LINKAGE CENTRE Services to anonymise identifiable data through its Split File Process where tenants require data anonymisation prior to ingress. Datasets processed under the Split File Process are securely transferred into SeRP via two separate ingress processes. File 1 and File 2 data are transferred separately to SeRP. File 1 Data contains basic identifiers which are transferred as set out below. These identifiers contain basic information such as name, address, date of birth and postcode. SeRP undertakes a de-identification process on this data whereby person-level demographics are translated to an Anonymous Linking Field (ALF). File 2 Data contains the payload or content data associated with each row level record. File 1 and 2 are transferred separately to the SeRP tenancy. The ALF is combined with File 2 data within the ring fenced SeRP tenancy to allow for research at scale. This document describes the required file formats for person-level data and methods of data transfer.

2. Split-file Process

The original dataset is split into two types of files:

(i) "File 1" dataset containing sensitive person-level demographics data which is sent to SeRP SERP LINKAGE CENTRE Service Team. "File 1" data is processed by the SeRP SERP LINKAGE CENTRE Service who match and anonymise the data and then transfer this to the relevant secure tenancy.

(ii) "File 2" containing clinical/content/payload data or other non-identifiable data and is sent directly to the Tenancy.

File 1: (Person Identifiable Data)

This contains unique person-level information.

The table below describes the required file structure for the "File 1" that will be sent to the SERP LINKAGE CENTRE Service Team for matching and anonymisation. This data must NOT be sent directly into the Tenancy.

Regarding the variables needed, we require:

A. An ID which links rows in File1 to rows in File2, to handle the split-file process.
B. A unique ID for each row within the File1.
C. PII to perform linkage on, including:
    I. Classical PII (Names, Address, Postcode, DoB, Gender, …)
    II. Any domain-specific identifiers which may identify entities to be linked (good examples of these are NHS Number, Participant ID, Offender ID, NI Number etc.). These should be added to optional fields (Field_1, Field_2, …) as needed.

Field Name	Data Type	Description
SYSTEM_ID	varchar(50) (Unique, Not NULL)	Unique identifier

SURNAME	varchar(50)	Surname
FORENAME	varchar(50)	Forename
ADDRESS_1	varchar(255)	Address
ADDRESS_2	varchar(255)	Address
ADDRESS_3	varchar(255)	Address
ADDRESS_4	varchar(255)	Address
ADDRESS_5	varchar(255)	Address
POSTCODE	varchar(8)	Post Code, where possible in formal space separated format i.e. 4 & 3 = "YYYY ZZZ" 3 & 3 = "YYY ZZZ" 2 & 3 = "YY ZZZ"
DATE_OF_BIRTH	varchar(10) dd.mm.yyyy (EUR format)	Date of Birth: dd.mm.yyyy (EUR format)
GENDER_CD	char(1) *[Where 1=male, 2=female, 8= not specified, 9=unknown]*	Gender in codified format as 1=male, 2=female, 8=not specified, 9=unknown
CREATE_DATE	Varchar(20) *[Ideally dd.mm.yyyy (EUR format) (without time) But flexible e.g. will take text version of date such as '10th August 2007']*	File creation date: dd.mm.yyyy (EUR format)
FIELD_1	varchar(50)	Additional non-identifiable data
FIELD_2	varchar(50)	Additional non-identifiable data
FIELD_3	varchar(50)	Additional non-identifiable data
FIELD_4 FIELD_5	varchar(50)	Additional non-identifiable data

SYSTEM_ID is the unique join key that will be used to link the final two files back together. This join key can be generated as part of the split or an existing unique field can be used. This field can be generated by simply creating a unique number for each row.

File 2: (Clinical/Payload/Content or other non-identifiable Data)

This comprises of a delimited extract for all the tables containing clinical information or other non-identifiable data.

The required file structure for the "File 2"s that will be sent to the Tenancy team.
(We Need to detail how File 2 must be transferred here)

Field Name	Data Type
SYSTEM_ID	varchar(50) (Unique, Not NULL)
……	Data provider specific information

3. Formatting preferences

File Names should follow following naming convention:

<tablename>_<sail project number>_<todays dateYYYYMMDD>.csv e.g. GPREADCD_0230_20140112.csv
(Please contact your project lead for SAIL Project Number)

Data presented in csv (comma delimited file) file format. For massive data quantities, this format is most suitable.

Character fields enclosed in double quotes

NHS Number should not contain any spaces. If your exported csv file has spaces please open it in excel and use this code below, to remove spaces on all rows:

- *Open excel, Select NHS number column -> then go to Home -->*
- *Find & Select --> Replace*
- *In "Find What" box enter single space --> Keep "Replace with" box empty --> Replace All*
- *Save file.*

4. Data Transfer

Never send data files via e-mail. E-mail is not sufficiently secure for transferring potentially sensitive personal information.

Options for secure transfer are available through separate specific guidance.

5. Data Dictionary

If a data dictionary is available, please e-mail a copy to the SeRP team.

6. Key Contact Details

FOR FILE 1: (Identifiable Data)

SeRP SERP LINKAGE CENTRE Services Team
Swansea University Medical School
Data Science Building
Singleton Park
Swansea, SA2 8PP
Email : Helpdesk@chi.swan.ac.uk

FOR FILE 2: (Clinical/Content/Payload or other Non-Identifiable Data)

Dementias Platform UK Data Portal Team
Swansea University Medical School
Data Science Building
Singleton Park
Swansea, SA2 8PP
Email: dpuk@chi.swan.ac.uk