

**WHO TB-IPD PLATFORM  
DATA SHARING AGREEMENT**

This





**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

In this DSA (including the Background):

**1.1. Definitions**

**1.1.1.**





(e)







- 5.4. The Parties agree that where the Data Contributor exercises its right to request the removal of Relevant Data pursuant to Clause 5.3:
- (a) where any Data Access Agreements are in place in respect of the Relevant Data, the Relevant Data will remain within the TB-IPD Platform and may be used by the affected Data Analysts in accordance with the terms of those Data Access Agreements until the termination or expiry of all such Data Access Agreements, as applicable (unless a longer retention period is required in accordance with Clause 5.4(b), in which case that longer retention period shall apply); and
  - (b) where applicable, copies of the Relevant Data may be stored and used:
    - (i) by Data Analysts who have entered into a Data Access Agreement in respect of the Relevant Data; and
    - (ii) by the Data Curator within the TB-IPD,

8. **CONFIDENTIALITY**

8.1. Each Party shall hold in confidence all Confidential Information obtained from the other Party. Neither Party shall disclose to any third party any Confidential Information in relation to the other Party save as expressly permitted by this DSA or with the prior express written permission of the other Party.

8.2. The provisions of Clause 8.1 shall not apply to any information which:

- (a) is or becomes public knowledge other than by breach of this Clause 8;
- (b) is already in the possession of a Party without restriction in relation to disclosure before the date of its receipt from the other Party; or
- (c) is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure.

8.3. A Party may disclose Confidential Information in relation to the other Party:

- (a) except as otherwise expressly stated in this DSA, to those of its officers, employees,

10.1. The Parties acknowledge and agree that the Research Results shall be owned by the Data Analyst creating such rights in accordance with the terms of the Data Access Agreement signed by each Data Analyst.

11. **PUBLICATIONS**

- (b) where applicable, copies of the Relevant Data may be stored and used:
- (i) by Data Analysts who have entered into a Data Access Agreement in respect of the Relevant Data; and
  - (ii) by the Data Curator within the TB-IPD,
- for the retention periods

15.7. A change to this DSA will only be effective if it is recorded in writing and signed by an authorised representative of each of the Parties.

## Schedule 1: Data Protection Particulars

**The subject matter and duration of the Processing**

Personal data is Processed by the Data Curator only in order to review the Relevant Data and: (i) securely delete or return the Relevant Data to the Data Contributor: or (ii) effectively anonymise any Relevant Data which contains Personal Data in accordance with Clause 3.1. The Processing will last for the time required in order to securely delete, return or effectively anonymise (04.06 304 Tm0 g0 G[( 62 688.66 Tm0 g0 G



### Schedule 3: Minimum requirements for effective anonymisation

This Schedule sets out the minimum measures to be taken by the Data Contributor in order to effectively anonymise Data prior to submitting it to the Data Curator.

#### 1. Removal of identifiers

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be removed from the Data prior to submitting it to the Data Curator:

- Names.
- Postal address information, other than town or city, state, and postal code.
- Telephone numbers.
- Fax numbers.
- Electronic mail addresses.
- Social security numbers or other government identification credentials.
- Medical record numbers.
- Health plan beneficiary numbers.
- Account numbers.
- Certificate/license numbers.
- Vehicle identifiers and serial numbers, including license plate numbers.
- Device identifiers and serial numbers.
- Web universal resource locators (URLs).
- Internet protocol (IP) addresses numbers.