



ST. FRANCIS UNIVERSITY COLLEGE
OF HEALTH AND ALLIED SCIENCES (SFUCHAS)



A Constituent College of St. Augustine University of Tanzania

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DATA TRANSFER AGREEMENT (DTA)

SFUCHAS – Institutional Review Board (IRB)

This Data Transfer Agreement (“Agreement”) is made on this ___ day of _____
20__

Between:

Provider (Tanzanian Institution)

Name of Institution: _____

Address: _____

Represented by: _____

Title: _____

AND

Recipient (Collaborating Institution/Researcher)

Name of Institution: _____

Country: _____

Address: _____

Represented by: _____

Title: _____

1. Project Identification

This Agreement pertains to the research project titled:

Project Title: _____

Ethical Approval Reference: _____

Approved by: Medical Research Coordinating Committee (MRCC), National Institute for Medical Research (NIMR) / SFUCHAS-REC/ Relevant IRB

Approval Date: ___ / ___ / 20___

This Agreement is valid only for the above ethically approved project and shall not extend to any other research activity.

2. Description of Data and Ownership

The data covered under this Agreement includes

(Provide brief description; detailed list may be attached as Annex I)

De-identified health records

Survey data

Laboratory/genomic data

Qualitative interview transcripts

Other: _____

All transferred data remains the sole property of the Provider.

No ownership rights are transferred to the Recipient. The Recipient is granted a limited, non-exclusive, non-transferable license to use the data strictly for the approved project.

All intellectual property rights over the original data remain with the Provider.

3. Purpose of Transfer and Restrictions on Use

The data shall be used solely for:

The Recipient shall:

- i. Use the data only for the approved research project.
- ii. Not use the data for commercial purposes.
- iii. Not use the data beyond the approved scope without prior written consent from the Provider and additional ethical approval if required.
- iv. Properly acknowledge the Provider and Tanzanian collaborators in all publications, reports, or presentations arising from the data.

- v. Not claim authorship or ownership inconsistent with approved collaboration agreements.

No additional rights or licenses are granted beyond those explicitly stated in this Agreement.

4. Authorized Users and Third-Party Restrictions

The data may only be accessed by the following authorized personnel:

Name	Title	Institution
_____	_____	_____
_____	_____	_____

The Recipient shall not transfer, share, distribute, or disclose the data to any third party without prior written consent from the Provider.

All authorized users must be bound by confidentiality and data protection obligations consistent with this Agreement.

5. Confidentiality and Data Security

The Recipient agrees to:

- i. Maintain strict confidentiality of all transferred data.
- ii. Store data in secure, password-protected and encrypted systems.
- iii. Limit access strictly to authorized personnel.
- iv. Implement safeguards consistent with the **Personal Data Protection Act, 2022 (Tanzania)**.
- v. Immediately notify the Provider in writing of any data breach, unauthorized access, or unintended disclosure.

Where personal data is involved, the Recipient shall ensure lawful, minimal, and secure processing consistent with Tanzanian data protection principles.

6. Compliance with Tanzanian Laws and Regulations

The Recipient agrees to comply with:

- i. All applicable laws of the United Republic of Tanzania.
- ii. NIMR/MRCC research guidelines.
- iii. COSTECH research permit requirements.
- iv. Human subjects protection regulations.
- v. The Personal Data Protection Act, 2022.

Foreign collaborators must hold a valid Tanzanian research permit where required.

Any violation of Tanzanian law or research regulations shall constitute a breach of this Agreement.

7. Term and Termination

This Agreement shall remain in effect until completion of the approved research project unless terminated earlier.

Termination may occur:

- i. By mutual written agreement, or
- ii. By either party with sixty (60) days' written notice; or
- iii. Immediately in case of breach of law, unauthorized data use, or regulatory violation.

Upon termination, the Recipient shall:

- i. Cease all use of the data; and
- ii. Return or securely destroy all copies of the data; and
- iii. Provide written certification of destruction if requested.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

The parties consent to the jurisdiction of Tanzanian courts for any dispute arising under this Agreement.

Where feasible, disputes shall first be resolved amicably through consultation or mediation before litigation.

9. No Assignment

The Recipient may not assign or transfer this Agreement or any rights under it without prior written consent from the Provider.

10. Signatures

Each signatory confirms they have the authority to bind their respective institution.

For the Provider (Tanzanian Institution)

Name: _____
Title: _____
Institution: _____
Signature: _____
Date: ___ / ___ / 20___

For the Recipient (Collaborating Institution)

Name: _____
Title: _____
Institution: _____
Signature: _____
Date: ___ / ___ / 20___

Ethics Committee Endorsement (If Required)

Chairperson / Authorized Representative
MRCC / IRB: _____
Signature: _____
Date: ___ / ___ / 20___

Conflict of Interest (COI) Declaration

I certify that the information provided is complete and accurate. I understand that if I identify any real or potential conflict of interest related to this research project, I must disclose it immediately and recuse myself from review or decision-making as required under NIMR/MRCC policy.

I acknowledge that failure to disclose a conflict of interest may result in administrative action under institutional guidelines.

Name: _____

Signature: _____

Date: ___ / ___ / 20___