SERVICE AGREEMENT

Between : **[Insert full name of the Provider ]**

 Identification n°: [Insert identification number, if company/corporate body or number and copy of ID if individual]

 Address : [Insert address]

 Telephone : [Insert telephone n°]

 Email : [Insert email address]

 Represented by : [Insert name of representative if company/corporate body and copy of ID if individual]

Hereinafter, the "Service Provider",

And **Epicentre**

 Address : [Insert Epicentre local address]

 Telephone: [Insert Epicentre telephone n°]

 Represented by : [Insert name of Epicentre Representative]

 Technical referent: [Insert name of technical referent]

WHEREAS:

**The Service Provider** is a [XXXXX describe the Service Provider], and wish to provide XXXXX.

Epicentre is a non-profit organization created by Médecins Sans Frontières (MSF) in 1986, specializing in epidemiology, medical research, innovation and training. Epicentre designs and carries out projects in its research centres, in collaboration with MSF or external partners, in complex and often unstable humanitarian aid situations to address the health needs of these populations and contributes to the development of new programmatic, diagnostic, preventive and therapeutic solutions.

*Explain here why the services are needed, the context , the project’s description and outline the features of the required services”. .*

Service Provider and Epicentre (together referred to as the "Parties" and individually as a "Party"), agree as follows:

1. **Services to be provided**

## Services

* 1. The Service Provider agrees to provide the services (the “Services”) as described in Annex 1 (“Specifications”) in accordance with the terms and conditions of this service agreement (“Agreement”).
	2. The Services shall be provided in strict compliance with the applicable Data Protection Regulation as described IN Annex 5.

## Price and invoice

* 1. In consideration of Service Provider providing the Services to Epicentre, Epicentre shall pay Service Provider the amount set forth in Schedule 2 for each Service (hereinafter the "Price"). The Service Provider shall issue invoices, with applicable local taxes, detailing the Services provided to Epicentre and the corresponding number of hours spent providing such Services.
	2. The Price shall cover all costs, taxes, charges and expenses incurred by the Service Provider, and/or its employees and/or sub-contractors, in performing the Services (including food, travel, stationery etc). No additional amounts shall be payable to the Service Provider without the prior written consent of Epicentre.
	3. The Service Provider shall issue a separate quarterly invoice for each instalment with the corresponding number of hours spent in rendering the Services. Each invoice shall be established inclusive of any and all taxes and charges and contain detailed information related to the exact nature of the Services provided to Epicentre for the relevant period.

## Payment

Payment shall be made in euros within forty-five (45) days from the end of the month of receipt by Epicentre of the invoice from the Service Provider and after deduction by Epicentre of all tax withholding as per applicable law. Payment shall be made by bank transfer to the following Service Provider’s bank account:

 NAME OF SERVICE PROVIDER:

 Bank Name:

 Account number or IBAN (EU+):

 BIC/SWIFT Code:

The Service Provider only shall be beneficiary of the Price payment.

Notwithstanding the above, the Price shall not be due and payable by Epicentre unless the relevant Services comply with the terms and conditions of this Agreement. Epicentre shall be entitled to deduct from payment of the Price any amount due by the Service Provider, including without limitation, reimbursement for Services that are non-compliant with the terms and conditions of this Agreement.

## Term of the Agreement

This Agreement shall be concluded as from its last date of signature by all Parties, shall take effect on XX/XX/XXXX if this date is earlier than the last date of signature by the Partis and shall remain in force for a period of XX, which is until XX/XX/XXXX. It shall automatically terminate at the end of this period unless expressly extended by both Parties in writing.

1. **Warranty and Obligations**

## Service Provider’s obligations

The Service Provider undertakes to use any and all necessary qualified resources for provision of the Services and to render the Services with due care, skill and judgment in accordance with the highest professional standards to the reasonable satisfaction of Epicentre. Specifically, the Service Provider shall:

1. make available the necessary personnel for the performance of the Services;
2. render the Services on or before any relevant dates included in the Annex 2 – Specifications;
3. ensure that the Services comply with all applicable local laws, regulations, authorisations, guidelines and any other applicable legal instrument, in particular regarding insurances;
4. follow and comply with Epicentre security and safety guidelines, procedures and instructions;
5. obtain and maintain public and professional liability insurance covering all risks inherent in the provision of the Services, including liability insurance valid for the period of the Services, covering any damage caused by the Service Provider to a third party, in accordance with this Agreement, in a form and with an insurer acceptable to Epicentre and provide, upon reasonable request of Epicentre, such insurance;
6. Obtain and maintain health and repatriation insurance valid for the period of the Services OR The Service Provider agrees to duly complete the form, and to follow all instructions, provided by Epicentre regarding its inclusion in the health, death, mutilation, and disability insurance coverage purchased by Epicentre. Subject to the fulfilment of all conditions set out in this paragraph, Epicentre agrees to include the Service Provider in its coverage in order for the Service Provider to benefit from the coverage provided therein;
7. The Service Provider undertakes not to claim any damages from Epicentre in the event of accident, injury or any other incapacity or health problem connected with providing the Services.

## Service Provider’s warranty

In the event that Epicentre considers any of the Services (or the results thereof) to be unsatisfactory, Epicentre will notify the Service Provider in writing specifying the defect and the Service Provider shall re-perform the Services to correct the defect without any additional charges for Epicentre and within a reasonable delay to be agreed with Epicentre.

This obligation shall remain valid and applicable for six (6) months from the date of termination of the Agreement.

## Respect of the provisions of the Epicentre institutional documents

Epicentre will provide the Service Provider with documents called the Epicentre institutional documents which the Service Provider must sign and accept without reservation.

The Service Provider shall respect and shall ensure that each of its employees/collaborators, subcontractors and agents respects the principles set forth in these institutional documents when providing its Services under this Agreement.

## Ethical practices

The Service Provider represents and warrants:

1. that it does not have professional relations with any persons or entities the activities of which are incompatible with the principles declared by Epicentre in its institutional documents;
2. that it is not and has not been involved with illegal activities or in the traffic of arms, material or equipment destined for military use;
3. that it is not subject to any sanction and/or restriction and undertakes to apply the highest reasonable standard of diligence to ensure that none of its employees, representatives, contractors and sub-contractors are subject to any sanction and/or restriction;
4. that it has not participated in any collusive, corrupt or illegal behaviour together with other tenderers, in the event that the Agreement was the subject of a call for tenders;
5. that no person or entity, including any official, civil servant or member of government, has received or shall receive any direct or indirect benefit as a result of the execution of the Agreement;
6. that its employees enjoy satisfactory working conditions in accordance with local labour laws;
7. that neither it nor any of its affiliates employs children or is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child.

## Confidentiality

***OPTION A – there is an NDA/confidentiality agreement already signed with the Service Provider and then you shall just refer to these terms***

In the framework of its collaboration with Epicentre under this Agreement, the Service Provider will gain access to information which is under confidential nature as described in Annex 4 .The Parties agree to access, share and use the Confidential Information in the course of the negotiation , the execution of the Agreement, the provision of the Services and for a period of five ( 5) years upon the termination of the Agreement in accordance with the terms and conditions set forth in the Confidentiality Agreement attached in Annex 4.”

***OPTION B – in case NO NDA/confidentiality agreement have been preliminary signed: keep this below part only***

“In the framework of its collaboration with Epicentre under this Agreement, the Service Provider will gain access to information which is of a confidential nature (hereinafter referred to as the “Confidential Information”). Shall be considered as Confidential Information, any and all, information, document, note, analysis, correspondence and any other support, communicated directly or indirectly, either orally or in a written form, or that comes to the Service Provider’s knowledge. Confidential Information shall also include, without limitation, all information relating to the actions, activities, and projects of Epicentre anywhere in the world, Epicentre’s partners and staff and any information concerning Participants in Epicentre research projects (hereafter the “Personal Data” as defined in Annex 5). The existence of the Agreement as well as any information contained within it shall be likewise considered confidential.”

The Service Provider undertakes to treat such Confidential Information as strictly confidential and shall use such Confidential Information strictly for purposes of execution of its obligations under the Agreement.

The Service Provider agrees:

1. Not to use the Confidential Information for any other purpose than its collaboration with Epicentre;
2. Not to release or participate in any publication related to its collaboration with Epicentre without Epicentre’s prior written approval;
3. Not to disclose or provide the Confidential Information to any third party without the prior written consent of Epicentre and only if the Service Provider can demonstrate that the concerned third party is bound, in writing, by similar obligations of confidentiality and non-use as contained herein; and
4. Immediately on request from Epicentre, to return all copies and records of the Confidential Information to Epicentre and shall not retain any copies or records of the Confidential Information at the end of the present Agreement.

The Service Provider recognizes that it shall take all appropriate measure to comply with this Agreement and protect the confidentiality of the Confidential Information.

The Service Provider recognizes that any breach to this Agreement and/or to the confidentiality of the Confidential Information will result in substantial harm to Epicentre, and that the Service Provider shall indemnify Epicentre of all the direct and/or indirect damages and losses caused by such breach.

The obligations contained in this article shall survive for a period of ten (10) years from the date of termination of this Agreement.

## Data protection and medical confidentiality

In the context of the Services, Epicentre may grant the Service Provider an access to the Data Set(s) described in Annex 5 when it is strictly necessary for the purpose of completing the Services. The Service Provider shall process such data in accordance with the terms and conditions in Annex 5.

## Conflict of interest

The Service Provider shall take all reasonable measures to avoid any conflicts of interest in the execution of its obligations. A conflict of interest may notably result from economic or financial interests, political associations or family relationships, or any other relationship of common interests.

The Service Provider shall immediately notify Epicentre in writing of any conflict of interest arising during the execution of this Agreement and shall take all actions necessary to end the conflict as soon as reasonably possible.

## Service Provider’s audit

* 1. The Service Provider agrees that Epicentre’s auditors, investigators, donors and other agents appointed by Epicentre (whether internal or external), shall be, upon giving reasonable notice, allowed access to examine all records which the Service Provider may hold relating to the execution of the Agreement in particular relating to quality of the Services provided and respect obligations related to Epicentre’s nature. Epicentre shall bear any costs associated with the inspection.
	2. The Service Provider acknowledges that Epicentre may collect and process personal information about the Service Provider, its subcontractors, employees, owners and representatives including their names in order to comply with its legal obligations, including in relation to the warranties and representations made by the Service Provider in article “Ethical practices” of this Agreement. All personal information is stored securely by Epicentre and personal information collected and used for these purposes is kept only for as long as necessary to comply with Epicentre’s legal obligations. Questions or concerns can be sent to Epicentre at the following address: dpo@epicentre.msf.org.
1. **General Provisions**

## Termination

Epicentre may terminate this Agreement without cause and without any compensation after having provided one (1) month’s written notice to the Service Provider.

Epicentre may terminate this Agreement immediately and without any compensation by giving the Service Provider written notice of termination, in the event that:

1. a *force majeure* event has caused or is likely to cause a delay that hinders the scientific and medical activities of Epicentre;
2. the Service Provider is in material breach of any obligation under this Agreement and, where such breach is capable being remedied, fails to remedy within seven (7) days of receipt of a written notice specifying the breach;
3. the Service Provider is in breach of any of its obligations related to the nature of Epicentre or ethical practices, or if any actions of the Service Provider hinder or put in danger the scientific and medical activities of Epicentre;
4. an inspection carried out reveals major flaws or reasons to suspect problems in the quality of the Services;
5. the Service Provider becomes insolvent or makes an assignment for the benefit of its creditors, commences proceedings in bankruptcy, files or has filed against it a petition in bankruptcy, has a receiver appointed over a substantial part of its assets, or any similar proceedings are commenced in any relevant jurisdiction.

In the event of early termination, the Service Provider shall be entitled to payment of the Price pro-rata in accordance with the Services actually performed, less any damages caused by any breach by the Service Provider of its obligations herein.

## Intellectual property

All the results obtained and documents prepared within the scope of performance of the Services, including all data, inventions, reports, analyses, summary memoranda, recommendations and any associated documents (together, the “Results”) and any intellectual property rights relating thereto will exclusively belong to Epicentre.

The Service Provider assigns and transfers hereby to Epicentre, in consideration of the Price payment, the exclusive property of intellectual property, utilization, reproduction, representation, diffusion, marketing, transmission, adaptation and translation rights in any language of the Results and, more generally of any exploitation rights regarding the Results.

The Service Provider undertakes not to utilize or to take advantage, directly or indirectly, of the Services otherwise than as they are intended in the Agreement and not to publish all or part of the Results without Epicentre’s prior written consent.

## Liability

The Service Provider shall be liable towards Epicentre of the proper performance of the Services and shall warrant and indemnify Epicentre from any damages resulting from the non-performance or partial or improper performance of the Services.

## Technical Referent

The technical referent (“Technical Referent”) shall be the Service Provider’s main contact with respect to the Services. No decision, authorization, consent or approval required to be given or made pursuant to this Agreement shall be valid unless it has been given or made by the Technical Referent in writing. Any change to the Technical Referent’s identity or contact details shall be communicated to the Service Provider in writing.

## Assignment and subcontract of the Agreement

Neither of the Parties shall be entitled to assign, transfer or subcontract any of its rights and/or obligations under this Agreement in whole or in part, without the prior written consent of the other Party.

## Use of names and logos

Neither Party shall be entitled to use the other Party’s name, logo or trademark or any other distinctive sign as well as any adaptation or translation thereof, without the prior written consent of the Party whose name, logo or trademark is sought to be used.

## Independent entities

The Parties hereto are and shall remain independent entities, and nothing herein shall be deemed to create an employment relationship, agency, partnership, or joint venture between the Parties hereto. The Service Provider shall be responsible for the declaration and payment of any taxes, duties or fiscal charges due in respect of payments made by Epicentre pursuant to this Agreement. The Service Provider is an independent contractor and shall not be entitled to any right or benefit other than those expressly specified in this Agreement.

## Force majeure event

Neither Party shall be responsible for any delay in performing or any failure to perform of any of its obligations if such delay or failure is due to any Force Majeure event provided that the affected Party:

1. Provides written notice to the other Party of the existence of such force majeure event as soon as reasonably possible and the likely delay which may result; and
2. Has used all reasonable efforts to perform its obligations hereunder.

A Force Majeure event shall mean, in respect of any Party, any event which is beyond its control, and which would prevent it from complying or make it impossible or impractical for it to comply with any material provision of the Agreement including without limitation: (i) fires, civil unrests, embargoes, war, riots, targeting of either Party, natural disasters floods, earthquakes and any other similar event or (ii) any event leading to the forced or prompt departure of Epicentre teams in the Service Provider's country or in the country in which the activities covered by the Services are conducted.

The term Force Majeure event shall not include illness, absence, strikes, standstills or failures of the Service Provider or its employees, agents or sub-contractors.

## Communication between the Parties

In order to be considered valid, any communications between the Parties in connection with this Agreement must be in writing, dated and signed. Emails shall also be considered valid provided that the sender is clearly identifiable.

If written communication is not possible or practical, oral communication shall be acceptable. Any such oral communication shall be confirmed in writing as soon as possible. Only written communications shall be taken into account in the event of a dispute.

## Partial invalidity

If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

## Entire Agreement and amendment

This Agreement and its annexes constitute the whole agreement between the Parties and supersede all previous agreements relating to the Services.

This Agreement shall not be capable of being varied or amended otherwise than by an express variation or amendment in writing signed by the Parties.

## Privileges and immunities

Nothing contained in this Agreement shall be interpreted as declaring the renouncement or abandonment by Epicentre of any privileges or immunities which it may have been accorded.

## Waiver

No failure or delay on the part of Epicentre in exercising any right hereunder shall operate as a waiver or renouncement of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

The rights and remedies of the Parties herein are cumulative and not exclusive of any rights or remedies provided by law.

## Annexes

The following documents are attached to and form part of this Agreement:

* Schedule 1: Specifications
* Schedule 2: Price Description
* Schedule 3: Technical Annex
* Schedule 4 - Confidentiality Agreement
* Schedule 5 - Data Processing Conditions

In the event of any inconsistency between the main body of the Agreement and the Annexes, the Annexes shall prevail.

## Applicable Law – Litigation

This Agreement is governed by French law.

The Parties commits to act in good faith regarding execution of the Agreement and shall use their best efforts to resolve amicably any disputes arising in relation with this Agreement. Any disputes arising out of or in connection with this Agreement or its interpretation or performance which may not be resolved amicably shall be determined by the courts of Paris France to whose jurisdiction the Parties hereby irrevocably submit.

## Language

This Agreement is written and signed in English.

In the event this Agreement is translated and/or signed in another language, in case of any discrepancy or disagreement regarding the terms of the different versions, the English version shall prevail.

Signed in two (2) examples

For the convenience of the Parties, an electronic signature process may be used and a signed copy of this Agreement may be transmitted by electronic mail in PDF format and such .pdf file shall be deemed equivalent to an original.

|  |  |
| --- | --- |
| ………………………………………………………... | ……………………………………………………….. |
| Company name/Consultant’s nameRepresented by: Name, TitleDate:  | Epicentre Represented by: Amanda Lovell, Financial DirectorDate :  |

**ANNEX 1 – Specifications**

**Context**

[Insert description of context]

**General objective**

[Insert description of the purpose of the services and the agreement].

**Main areas of responsibility and duties**

 [Insert a description, e.g., analysis, networking and commitments, etc.]

**Deliverables for the consultancy, such as:**

[Insert description, i.e., written analysis, brief, social network monitoring with brief written analysis, written or oral alerts on events relevant to Epicentre operations, written monitoring of ongoing events, ad hoc contribution to operational approaches related to access to civilian populations through participation in dedicated meetings, including at Epicentre headquarters in Paris, written analysis of risks and opportunities related to networking].

**ANNEX 2 – Price Description**

**ANNEX 3 – Technical appendix**

**ANNEX 4 – Confidentiality agreement**

**ANNEX 5 – Data processing terms**

Epicentre may from time to time give the Service Provider access to Data Set(s) (as defined below) that are strictly necessary for the accomplishment of the Services in accordance with the following data processing requirements.

The Service Provider shall strictly respect in all cases the medical confidentiality and privacy of patients and their communities and comply with the Data Protection Regulation (as defined below) during and after the termination of the Agreement. Medical confidentiality protects all documents at all times, wherever located and by whomsoever held (paper and electronic) that contain of patients’ or participants’ in research projects personal and medical data, including intake registers and medical files, samples, laboratory results, images and testimonies.

The Service Provider commits to the obligations and principles stipulated in this data processing Annex.

**DEFINITIONS**

In this Agreement, the following capitalised terms, whether used in the singular or plural, shall have the meanings set forth below:

**“Data Controller”** means means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data. In this Agreement, Epicentre (and/or possibly MSF depending on the project) is the Data Controller.

**“Data Protection Regulation”** means the General Data Protection Regulation (“GDRP”) 2016/679 dated 27 April 2016 and any other EU or Member State legislation, regulation, recommendation or opinion replacing, adding to or amending, extending, reconstituting or consolidating the GDPR and any other applicable data protection or privacy law or regulation;

**“Data Set(s)”** means [INSERT DESCRITION OF THE DATA SETS – **IF POSSIBLE** IT IS PREFERABLE TO INCLUDE A LIST OF THE VARIABLES TO BE SHARED AS AN ATTACHMENT], and any information related to the data sets;

**“Host Country”** means the country(ies) where Data Set(s) have been collected or originate from;

**“Intellectual Property”** means all intellectual property including, without limitation: (i) any patents, patentable inventions, trademarks, designs, copyright; (ii) any rights protecting data, databases, information, ideas, trade secrets, results, know-how; and (iii) all other intellectual property or proprietary or similar rights; in all territories for the duration of those rights and all future rights of such nature;

**“Party”** means the Party(ies) to the Services Agreement to which this Annex is attached;

**“Personal Data”** are any subset of data or information that directly or indirectly identifies an individual;

**“Publication”** means any abstracts, reports, external communication, websites, presentations or other peer-reviewed scientific publications that contain information, data or Results that are directly or indirectly related to the Data Set(s);

**“Process”** or **“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, accessing, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**“Processor”** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller;

**“Result”** means the information, data, results, Intellectual Property generated in or arising out of the use of the Data Set;

**“Third Party”** means any entity or person other than the Parties.

1. **ACCESS TO THE DATA SET(S)**

Epicentre may, from time to time, give access to the Service Provider to the Data Set(s) that are strictly necessary for the accomplishment of the Services pursuant to the terms and conditions of this data processing Annex, including: [Description of Data Set Access].

1. **OBLIGATIONS OF THE SERVICE PROVIDER**

The Parties acknowledge and agree that, the Service Provider processes any Personal Data under this annex as a Data Processor according to the Data Protection Regulation for the sole purpose of the Services and that the Service Provider shall:

1. Process the Personal Data only in accordance with the written instructions of Epicentre as Data Controller unless required to do so by law and subject to notifying Epicentre in advance;
2. Be the only recipient of the Personal Data who may have access to, or be involved in, the processing of the Personal Data;
3. Assist Epicentre in its compliance with Data Protection Regulation by:
	* + - * keeping the Personal Data secure;
				* supporting Epicentre’s interaction with supervisory authorities or regulators;
4. At the written direction of Epicentre, delete or return to Epicentre Personal Data and copies thereof on termination or expiry of the Agreement, unless the Service Provider is required to store the Personal Data by law.
5. Maintain complete and accurate records and information to demonstrate their compliance with these data processing requirements;
6. Inform Epicentre immediately if (in the Service Provider’s opinion) an instruction for the processing of Personal Data given by Epicentre infringes Data Protection Regulation; and
7. Agree to any reasonable amendment to this article necessary to bring this article and Epicentre’s obligations in respect of the processing of Personal Data into line with any applicable Data Protection Regulation.
8. **AUTHORISED USE AND ACCESS OF DATA SET (S)**

The Service Provider shall use the Data Set(s) **solely** for carrying out the Services and only to the extent that is reasonably necessary for that purpose. Any other use or transfer to any Third Party of the Data Set(s) by the Service Provider requires the prior and written approval of Epicentre.

If a right to copy the Data Set(s) has been expressly given to the Service Provider, the Service Provider agrees not to use or store the Data Sets at any facility outside of the control of the Service Provider, any transfer to a new location should be notified in advance in writing to Epicentre.

The Service Provider agrees:

1. To establish appropriate technical and organizational measures to comply with each of the terms and provisions of this Annex ; and
2. To respect all and any regulations of the Host Country applicable to the use of the Data Set(s); and
3. Not to permit Third Parties to process the Personal Data without obtaining Epicentre’s prior written consent; and
4. To prevent any unauthorized use or access to Data Set(s).
5. **OBLIGATIONS OF THE SERVICE PROVIDER**
	1. The Service Provider shall not use, disclose, release, show, sell, rent, lease, loan, or otherwise grant access to the Data Set(s) to any Third Party, except as expressly permitted by this Annex or otherwise required by law. The Service Provider shall not use the Data Set(s) for work on human subjects, nor for commercial or for profit purposes.
	2. **Data Security response** The Service Provider shall promptly report in writing to Epicentre any use or disclosure of the Data Set(s) not provided for by this Annex of which it becomes aware and, especially, notifying Epicentre promptly and in any event within 24 hours of any Personal Data breaches. Epicentre in its sole discretion may require the Service Provider to: (a) promptly investigate and respond to Epicentre concerns regarding any alleged disclosure; (b) promptly resolve any problems identified by the investigation; (c) submit a corrective action plan with steps designed to prevent any future unauthorized disclosures; and/or (d) require that all Data Set(s) (including any document created by or on behalf of Service Provider and containing Data Set(s) or any part thereof) be immediately returned or destroyed.

**5. INTELLECTUAL PROPERTY**

The Parties agree that the Service Provider does not obtain any right, title, or interest in any of the Data Set(s) shared by Epicentre. The Service Provider agrees that they shall not seek Intellectual Property rights of any kind, or any other protection in respect of the Data Set(s), and any Results, without Epicentre’s prior written consent.

**6. COMPLIANCE WITH LAWS AND STANDARDS**

The Service Provider shall comply with all laws and governmental rules, regulations, good practices and guidelines which are applicable to the Data Set(s) or the use thereof, including without limitation Host Country and international best standards and rules relating to medical confidentiality, medical ethics, data protection, privacy and medical research.

Epicentre shall be responsible for obtaining all Host Country and international ethical, regulatory and legal approvals applicable that are necessary to carry out the Services, including with respect to the use of the Data Set(s) for the Services in accordance with this data processing Annex.

**7. RESULTS SHARING**

The Service Provider shall provide immediate access to Epicentre to the Results. Notably, the Service Provider shall provide to Epicentre a copy of any report containing Results.

**8. TERM AND TERMINATION**

This Annex will be effective upon the Effective Date, until termination or expiry of the Agreement. The Service Provider’s rights and obligations under this data sharing Annex will be continuous and survive the expiration or termination of the Agreement until all Personal Data is deleted or returned.

In the event that the Agreement is breached by the Service Provider, Epicentre at its sole discretion may, without prejudice to any other remedies, a) immediately cease to share the Data Set(s) upon written notice to the Service Provider and/or b) request that the Service Provider, to the satisfaction of Epicentre, takes appropriate steps to cure such breach.

The Service Provider shall, at any time upon request of Epicentre, and no later than within thirty (30) days of the termination or the expiration of the Agreement:

1. cease using the Data Set(s); and
2. arrange, as directed by Epicentre, to (i) destroy and dispose of the remaining Data Set(s) and the documents containing the Data Set(s) or Confidential Information or (ii) return to Epicentre the remaining Data Set(s) and the documents containing the Data Set(s) or Confidential Information.

In the event of destruction, the Service Provider shall provide Epicentre with a completed certificate of destruction.

**9. DESCRIPTION OF THE DATA SET(S)**

1. Data Subjects:
2. List of variables: