

DATA TRANSFER AGREEMENT FOR DE-IDENTIFIED DATA

This AGREEMENT is entered into by and between Emory University, a non-profit Georgia corporation (hereinafter referred to as "EMORY") and the individual or institution requesting data from EMORY (hereinafter referred to as "REQUESTOR"). This AGREEMENT is effective upon digital signature by REQUESTOR as indicated below, and it governs all use of data received from the SaniPath Exposure Assessment Tool, as further explained below.

Background. EMORY received funding from the Bill & Melinda Gates Foundation under Grant Number INV-006696 (the "Gates Award") for the project entitled "Assessment and Characterization of Fecal Exposure Pathways", the purpose of which was to identify and compare risk of exposure to fecal contamination across multiple exposure pathways associated with inadequate sanitation and fecal sludge management in urban and peri-urban settings.

Users of the SaniPath Exposure Assessment Tool have collected data that pertain to deployments of the SaniPath Exposure Assessment Tool (the "PROVIDERS") and have provided such data to EMORY, which manages the central collection, housing and distribution of such data as the coordinating party for SaniPath, along with the right to transfer such data to third parties for research purposes in order to meet the objectives of the Gates Award.

EMORY understands that REQUESTOR would like to receive certain SaniPath Deployment Data (as defined below) for research purposes, and EMORY is prepared to make such data available, but only pursuant to the terms of this AGREEMENT.

Agreement. In consideration of the mutual promises of this AGREEMENT, EMORY and REQUESTOR hereby agree to the following legally binding terms:

1. Nature of DATA. For the purpose of this AGREEMENT, the term "DATA" shall mean and include any information provided or made accessible by EMORY to REQUESTOR pursuant to this AGREEMENT or otherwise via the website accessible at <https://www.sanipath.org>, which is expected to include information collected by EMORY and PROVIDERS after a deployment of the SaniPath Exposure Assessment Tool. The following identifiers have been removed from DATA: (a) household GPS coordinates; (b) school GPS coordinates; (c) name of school. If DATA have been coded and a key exists to link such coded DATA back to an individual, EMORY certifies that such code key shall not be released to REQUESTOR, or any individuals under the control or supervision of, REQUESTOR or REQUESTOR'S institution or organization. EMORY retains all rights in and to the DATA and is providing the right to use DATA only for the PURPOSE (as defined below) and as otherwise limited herein.

2. Use of DATA. For the purpose of this AGREEMENT, the term "PURPOSE" shall mean analysis of DATA to generate new knowledge, advance the understanding of causes, conditions, and factors associated with risk of exposure to fecal contamination, develop prevention strategies and innovations, and advocate for prevention of morbidity and mortality from exposure to fecal contamination. Analysis of DATA may lead to publication by REQUESTOR. The REQUESTOR agrees that the DATA:

(a) are to be used solely for the PURPOSE;

(b) are to be used only by the individual REQUESTOR provided, however, if REQUESTOR is also acting on behalf of his or her corporate or institutional party as provided as in Paragraph 10 below, the DATA may also be shared with individuals under REQUESTOR's direct supervision but may not otherwise be transferred to or shared with anyone within REQUESTOR's organization;

(c) will not be transferred to or shared with any third parties other than as permitted in Section 2(b) above;

(e) will otherwise be maintained as confidential and secure, including reasonable restrictions on physical access to any hard copies of DATA created by REQUESTOR and reasonable security measures surrounding any digitally stored copies (such as password authentication for access, firewalls, and intrusion detection systems);

(f) will not be used to identify or contact or attempt to identify or contact any of the individuals from or concerning whom the DATA was collected;

(g) will be used in compliance with all applicable laws of the country in which REQUESTOR is located and including as applicable for the United States, applicable Public Health Service, National Institutes of Health regulations and guidelines; and

(h) will only be used in research activities under the PURPOSE that have Institutional Review Board (IRB)/Ethics Committee (EC) approval, if such approval is applicable to the research activity.

3. No Warranties. EMORY AND PROVIDERS MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND REGARDING THE DATA, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. EMORY AND PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE DATA OR ANY USE THEREOF DOES NOT INFRINGE OR OTHERWISE VIOLATE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.

4. Liability. Except to the extent prohibited by applicable law, the REQUESTOR assumes all liability for damages or any other harm, which may arise from its receipt, use, storage, or disposal of the DATA. EMORY and the PROVIDERS will not be liable to REQUESTOR for any loss, claim or demand made by REQUESTOR, or made against REQUESTOR by any other party, due to or arising from the receipt, use, storage, or disposal of the DATA by REQUESTOR. Except to the extent prohibited by law, REQUESTOR agrees to indemnify, defend, and hold harmless EMORY, its trustees, officers, employees and agents against any loss, claim, damage or liability (including attorney's fees) arising out of REQUESTOR's activities under this AGREEMENT, except to the extent due to the negligence or intentional acts or omissions of EMORY. Notwithstanding anything to the contrary in this AGREEMENT, EMORY, PROVIDERS or

REQUESTOR in any event shall not be liable to each other for any special, consequential or indirect damages (including damages due to loss of income or revenue) of any kind in connection with or arising out of this AGREEMENT or DATA whether based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory even if a party has been advised of the risk of the same.

5. Results and Publications. REQUESTOR retains the right to publish any results generated through the use of the DATA, subject to the other requirements of this AGREEMENT. Authorship for publications shall be in accordance with commonly accepted conventions for scientific publications. Publications may not reproduce the DATA or any substantial portion of the DATA without EMORY's explicit written consent. REQUESTOR will provide to EMORY a draft of any manuscript to be submitted for publication at least thirty (30) days before submission so that EMORY may review and comment on the content. Use and incorporation of any such EMORY comments will be at the sole discretion of REQUESTOR. Publications of any results generated through the use of the DATA shall include the following citation: "Data used in this manuscript from the SaniPath Exposure Assessment Tool was provided by Emory University, the lead Institution on the SaniPath grant, funded by the Bill and Melinda Gates Foundation, and resulting from an international set of collaborations and dedicated partnerships with each of the SaniPath sites and the SaniPath Program Office at Emory."

6. Term and Termination. This AGREEMENT shall be effective as of REQUESTOR'S digital signature of this AGREEMENT, as indicated below, and unless earlier terminated it shall remain in effect for as long as REQUESTOR retains or has access to the DATA or any portion thereof. EMORY may terminate this AGREEMENT for any reason, with or without cause, upon written notice to REQUESTOR. Upon termination, REQUESTOR will promptly return to EMORY or destroy any DATA in its possession or control, including any electronically stored copies, and will retain no copies of such DATA. Upon EMORY's request, REQUESTOR shall certify to EMORY that all DATA in its possession or control has been returned or destroyed as required by this AGREEMENT. Those provisions that by their nature are intended to survive termination or expiration of this AGREEMENT shall so survive. Without limiting the foregoing, all restrictions applicable to DATA (including Paragraph 2 above) shall continue to apply to any DATA for as long as it remains in REQUESTOR's possession, and Paragraphs 3, 4, and 13 shall apply to any claims or other allegations of breach or injury arising under or relating to this AGREEMENT, without regard to whether the term of this AGREEMENT has expired or been terminated.

7. Notices. All notices or other writings required under this AGREEMENT may be sent to REQUESTOR at the email address supplied in connection with REQUESTOR's digital signature of this AGREEMENT.

8. No agency. The parties' relationship will be that of parties to a binding contract and nothing in this AGREEMENT shall be construed to create a partnership, joint venture, or employer-employee relationship. Neither party is an agent of the other party. Neither party is authorized to make any representation, contract or commitment on behalf of the other party.

9. Severability; Waivers. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof. No failure to exercise

any right or demand performance of any obligation under the AGREEMENT shall be deemed a waiver of such right or obligation. No provision of this AGREEMENT may be waived except by an agreement in writing signed by the parties. A waiver of any item or provision shall not be construed as a waiver of any other term or provision.

10. Authority. The undersigned digital signatory represents and acknowledges that he or she has read the AGREEMENT, understands its contents, and is aware that he or she is freely and voluntarily entering into a binding contract. If DATA will be stored on the hardware or electronic systems of any corporate or institutional party or used in connection with the mission, business, or other activities of any corporate or institutional party, then: (a) this AGREEMENT is and shall be binding upon such corporate or institutional party; and (b) REQUESTOR hereby represents and warrants that he or she has all the authority and approval necessary to execute this AGREEMENT on behalf of any such corporate or institutional party, which may include but is not limited to REQUESTOR's employer. Without limiting the foregoing, if REQUESTOR's digital signature below provides any contact information, such as an email address or mailing address, that suggests an affiliation or connection with a corporate or institutional party, then for the purpose of this AGREEMENT, REQUESTOR shall be deemed to be using DATA in connection with the mission, business, or other activities of any such corporate or institutional party, and to be entering into this AGREEMENT on behalf of such party.

11. Entire Agreement. This AGREEMENT represents the entire understanding of the parties and supersedes any and all prior agreements, understandings, and discussions whether written or oral with regard to such subject matter.

12. Assignment. This AGREEMENT may not be assigned or transferred by REQUESTOR without prior written authorization of EMORY.

13. Governing Law and Jurisdiction. This AGREEMENT shall be construed and interpreted pursuant to the laws of the State of Georgia as they apply to contracts entered into and performed wholly within Georgia. Any legal proceedings arising out of or relating to this AGREEMENT or another alleged breach shall only be brought in the United States District Court for the Northern District of Georgia or in the state courts of DeKalb County, Georgia, to the exclusion of any other forum. The parties hereby submit to the exclusive jurisdiction of the aforesaid courts and waive any right to object to such venues or seek transfer to another venue.

14. Counterparts. This AGREEMENT may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties electronically and such electronic execution and transmission shall have the full force and effect of an original signature. All fully-executed counterparts, whether original executions, or electronic executions, or a combination thereof, shall be construed together and shall constitute one and the same AGREEMENT.

WHEREFORE, the Parties, through their authorized representatives, hereby accept and agree to the terms and conditions of this AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

Duly executed and authorized:

EMORY

REQUESTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EMORY'S Researcher (if an EMORY research is providing DATA):

By: _____

Name: _____

Title: _____

Date: _____