

# Data Request Form

WORLD HEALTH ORGANIZATION

HTM/NTD/IDM/HAT

<p><b>DATA REQUEST FORM</b> WHO Atlas of human African trypanosomiasis</p>
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<b>A. Requesting Party (name of entity)</b>	
<b>B. Contact details</b> <ul style="list-style-type: none"><li>▪ Name of the contact person</li><li>▪ Mail address</li><li>▪ E-mail address</li><li>▪ Tel</li><li>▪ Fax</li></ul>	

**C. Data requested:** Please indicate which data from the Atlas of Human African Trypanosomiasis you are requesting: focus, country

**D. The above mentioned data ("the Data") are intended only for use in agreed upon research activities.**

Describe the research for which you are requesting Data ("the Research"). Please reference any previously published or abstracted information concerning this Research:

**Research description:**

**Period of implementation:**

**The Requesting Party agrees that WHO shall have the perpetual, irrevocable and unconditional non-exclusive, world-wide, royalty-free, sub-licensable right to include the results of the Research in the WHO HAT Atlas database, and to use, publish, copy and disseminate such results in any form, for any purpose and in any manner whatsoever. To this end, the Requesting Party will provide WHO with a copy of the Results in a computer readable format.\***

Yes

No

**\* Please tick applicable box**

**E. If this request is approved by WHO, the Data will be provided on the following terms and conditions:**

1. The Data are provided to the entity requesting the Data, hereinafter referred to as "the Receiving Party", exclusively and solely for use in the Research described in section D above ("the Purpose of Use"). The Receiving Party shall not use, and shall require any person having access to the Data not to use, the Data for any purpose other than the Purpose of Use. Other than as necessary for the Purpose of Use, the Data shall not be transferred, sold, or otherwise used or made available to any person, and the Receiving Party must not offer to do so, without the prior written agreement of WHO.
2. The Receiving Party will ensure that the Data will only come into the possession and control of those who are engaged in the above-mentioned Research under the supervision of the Receiving Party and who have accepted the same obligations and restrictions in respect of the Data. In case the Receiving Party would like to use the Data for other research purposes, a new Data Request Form should be submitted to WHO.
3. Other than explicitly provided herein, this Data Request Form will not be construed as conveying to the Receiving Party any rights or title to the Data. The Receiving Party will treat the Data as strictly confidential and proprietary to WHO and/or parties collaborating with WHO, and will disclose such Data only to persons who have a need to know for the Purpose of Use and are bound by the same obligations and restrictions as contained herein. The Receiving Party will ensure that the Data will be retained in appropriately secure means (and in any event no less secure than the means that party would use to protect its own valuable confidential information).

The above mentioned obligations of confidentiality and restrictions on use will not apply if and to the extent the Receiving Party is clearly able to demonstrate that the Data:

- were in the public domain at the time of their disclosure hereunder; or
- become part of the public domain through no act or omission of the Receiving Party or other party to whom the receiving Party disclosed such Confidential Information.

4. Nothing contained in this Agreement shall restrict WHO's right to transfer or otherwise make the Data available to any other person for commercial or non-commercial purposes.
5. The Data are provided on an "as is" basis, and WHO and parties collaborating with WHO make no warranty or representation in respect of the Data, whether express or implied, including without limitation as to their fitness for a particular purpose, merchantability, or quality. The Receiving Party agrees that WHO has no control over the use that is made of the Data by the Receiving Party. Consequently, the Receiving Party agrees that WHO shall not be liable for such use.

Thus, the Receiving Party agrees to assume full responsibility for any and all claims and liabilities resulting from or otherwise related to the possession and use of the Data, as well as of data incorporating the Data.

6. On completion of the Research (and in any event no later than twelve months after the end of the period of implementation mentioned in section D above), the Receiving Party shall report the results obtained through the use of the Data in writing to WHO.
7. Any information and documentation provided by the Receiving Party to WHO under, or in connection with, this Data Request Form, will - if marked 'confidential' - be treated by WHO as confidential to the Receiving Party, for a period of five years after the disclosure of such information to WHO. In this connection, WHO will only use and disclose such information and documentation for the purpose of evaluating such information and documentation, and determining (in WHO's sole discretion) the merit of releasing the Data for the Research activities to the Receiving Party, or evaluating the results obtained through the use of the Data, as the case may be.

However, there will be no obligations of confidentiality and restrictions on use, to the extent that WHO is clearly able to demonstrate that the aforementioned information, documentation or any part thereof:

- a) was known to WHO prior to their disclosure by the Receiving Party hereunder; or
- b) has been independently devised, or arrived at, by WHO without access to the disclosure made by the Receiving Party hereunder; or
- c) was in the public domain at the time of disclosure hereunder, or becomes part of the public domain through no fault of WHO; or

- d) becomes available to WHO from a third party, who is not in breach of any obligations of confidentiality owed to the Receiving Party.
8. Subject to the rights of WHO and parties collaborating with WHO, and subject to the confidentiality of the Data, the results obtained through use of the Data within the Purpose of Use may be published or presented by the Receiving Party. In order to avoid prejudice to the rights of WHO and parties collaborating with WHO, and/or to the confidentiality of the Data, the Receiving Party shall transmit any material intended to be published or presented to WHO for review at least sixty days prior to its submission to any editor, publisher, referee or meeting organizer. In absence of any objection by WHO and/or parties collaborating with WHO within that sixty day period concerning prejudice to their rights and/or to the confidentiality of the Data, the publication may proceed, provided, however, that WHO and parties collaborating with WHO (as designated by WHO), including without limitation the countries having provided the Data, shall be duly acknowledged in such publication (unless they indicate that they do not wish to be so acknowledged). The Receiving Party agrees to consult WHO with regard to giving appropriate acknowledgement as aforesaid, before such publication is published or presentation is made.
  9. On completion of the Research or earlier termination of this Agreement, the Receiving Party will cease to use the Data for any purpose and promptly return them to WHO.
  10. Completion of the Research using the Data or earlier termination of this Agreement will not relieve the Receiving Party of any obligations under this Data Request Form (which will continue to apply without any expiration period).
  11. Without the prior written consent of the other party, neither party will, in any statement, or material of an advertising or promotional nature refer to the parties' collaboration under this Data Request Form, or to the relationship of the other party to the Data or the Research, as the case may be.
  12. In the event the Receiving Party is in breach of any of the terms of this Agreement, and fails to remedy such breach within sixty (60) days from the date of a written notice to that effect from WHO, WHO shall be entitled to terminate this Agreement forthwith upon written notice to the Receiving Party. Upon termination of this Agreement, the Receiving Party shall promptly stop using the Data, and return them to WHO
  13. Nothing in this Agreement shall be interpreted as establishing a partnership between the parties, or as establishing one party as the agent of the other, or as conferring a right on one party to bind the other, except as may be specifically set out herein.
  14. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The place of arbitration shall be Geneva or any other mutually agreed upon venue, and the arbitration proceedings shall be conducted in the English language. The parties shall accept the arbitral award as final.
  15. Nothing contained in or relating to this Agreement shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO and/or as submitting WHO to any national court jurisdiction.
  16. This Agreement sets forth the entire understanding between the parties and supersedes any prior agreements, written or verbal, with respect to its subject matter. It shall only be capable of change by written amendment executed by duly authorized representatives of both parties.
  17. Failure of either party to insist upon strict observance of or compliance with any of the terms of this Agreement in one or more instances shall not be deemed to be a waiver of its right to insist upon such observance or compliance in the future.
  18. If any provision of this Agreement shall to any extent prove invalid, illegal or unenforceable, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent possible. Any such provision shall be deemed to be omitted from this Agreement to the extent of the invalidity, illegality or unenforceability. The remainder of this Agreement shall continue in full force and effect and the parties shall in such event use their best efforts and negotiate in good faith to replace the invalid, illegal or unenforceable part with a valid, legal and enforceable provision which has an effect as close as possible to the part being replaced.

To indicate your acceptance of the above mentioned terms, please complete and sign this document and

return it to the address mentioned below. Please note, however, that your signature of this document does not automatically imply that you will receive the Data requested by you. Once your request has been approved by WHO, arrangements will be made for dispatch of the Data to you (of which arrangements you will be notified). You may wish to take a photocopy of this form for your records.

**Agreed and accepted by the Principal Investigator responsible for the Research**

Signature:	Date:
Name:	
Title:	
Name of entity (the Requesting Party):	

**Agreed and accepted by the Responsible Administrative Authority of the Requesting Party. The Responsible Administrative Authority certifies that he/she has the full authority to execute this Agreement and to thereby bind the Requesting Party:**

Signature:	Date:
Name:	
Title:	
Name of entity (the Requesting Party):	

Please return this form (**two** copies with original signatures) to: **Dr Jose Ramon FRANCO MINGUELL, Innovative and Intensified Disease Management, NTD / IDM, World Health Organization, 1211 Geneva 27, Switzerland. FAX: +41 22 791 4777**

**Approved by WHO:**

**Comments: .....**

Signature:
Name:
Title:
Date: