

Amendment Agreement / MTA

The purpose of this short amendment agreement (*Analytics Amendment*) is to clarify the position on the use by applicants of third party data analytics' organisation (*the Processor*).

The provisions (both the benefits and the obligations) of this Analytics Amendment apply automatically from this date onwards to the Applicant and any of the Collaborators on application number [] who have entered into an agreement to undertake research on the UK Biobank resource under the terms of the material transfer agreement (*MTA*).

The provisions of the MTA shall continue in full force and effect. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the MTA. In the event of any inconsistency or conflict between the MTA and this Analytics Amendment, the terms, conditions and provisions of this Analytics Amendment shall prevail.

The parties may execute this Analytics Amendment in counterparts, each of which is deemed an original, but all of which together constitute one and the same amendment. This Analytics Amendment may be executed electronically and executed signature pages shall be as binding as originals.

In consideration of the mutual rights and obligations set out herein:

1. For the avoidance of doubt, the Processor is not a research collaborator and is only being used by the Applicant / Collaborator for the purposes of discrete elements of data computation and analysis.
 - 1.1 Prior to engaging a Processor, the Applicant / Collaborator is required to make the following assessment:
 - 1.1.1 Whether the Processor is necessary for the progress of the research aims of the approved research project; and
 - 1.1.2 Whether the Processor is a suitable recipient for UK Biobank data in terms of both its provenance on past data security and past data usage / activities (for example *Cambridge Analytica* would not qualify).
 - 1.2 UK Biobank requires that each Applicant / Collaborator:
 - 1.2.1 remains fully responsible to UK Biobank as regards all actions and omissions of the Processor;
 - 1.2.2 provides only such UK Biobank data to the Processor as is reasonably necessary for the Processor to the task the Processor is contracted to undertake (*the Processor Task*); and
 - 1.2.3 provides appropriate details of each Processor and the Processor Task in the summary report which they are required to submit to UK Biobank on an annual basis.
 - 1.3 UK Biobank requires that the Applicant / Collaborator engage the Processor on the basis that a written agreement with the Processor is executed prior to any data transfer taking place, which agreement shall include inter alia provisions:

- 1.3.1 a clear definition and scope of the Processor Task;
 - 1.3.2 to authorise the Processor to only undertake the Processor Task and not to perform any other act, unless expressly authorised to do so;
 - 1.3.3 to store, process and use the UK Biobank data to (at the least) the security standards set out in the MTA;
 - 1.3.4 to delete the UK Biobank data (and any data generated as a result of the Processor Task) once the Processor Task has been completed;
 - 1.3.5 to confirm that the Processor has no rights (directly or indirectly) in either any UK Biobank data (or data derived therefrom) or from anything which the Applicant / Collaborator has created or done as part of the approved research project (which is covered by the MTA between UK Biobank and the Applicant / Collaborator);
 - 1.3.6 to confirm that the Processor is bound by certain provisions which are equivalent to those in the MTA, in particular not a) to transfer the UK Biobank data (or data derived therefrom) to any third party and b) to make any attempt to re-identify any participant; and
 - 1.3.7 that the Applicant / Collaborator has an unfettered unilateral right to terminate its agreement with the Processor forthwith if a material problem arises (including a breach by the Processor of any of the above provisions).
- 1.4 The Applicant / Collaborator is obliged to keep the activities of the Processor under reasonable review in order to ensure compliance with these provisions.
- 1.5 In the event that UK Biobank raises any concern regarding the identity of the Processor or the activities of a Processor then the Applicant / Collaborator agrees to investigate the matter promptly and if reasonably necessary (and subject to a suitable dialogue with the Applicant / Researcher), UK Biobank may require the Applicant / Researcher:
- 1.5.1 to audit the Processor; or
 - 1.5.2 terminate the agreement with the Processor.

UK Biobank / 26th June 2018