



Data Contribution Summary

“Project”

GlobalSurg 3 aims to determine variation in quality of cancer surgery worldwide. The primary outcome measures are 30-day mortality and complication rates after cancer surgery.

If you would like to contribute Data to the Project, this Agreement states that:

- You will provide, on behalf of your Institution (the Contributor), a version of Data that is as up to date and accurate as possible. The date of submission and a version number will be recorded by the GlobalSurg 3 Project team.
- You will provide the contact details of the local lead for your Institution for any queries about the Data, and will assist with any queries if required.
- You will notify the GlobalSurg 3 Project team if the Data have been deposited in any other database.
- Only Data that you wish to share should be provided. There is no obligation to provide Data that has been collected. Additional variables can be added at a later date.
- Once Data have been provided, you agree, on behalf of the Contributor, that the GlobalSurg 3 Project team can make any decisions about Data use.
- The Global 3 Project team will analyse your Data and create Derived Data. The anonymised Derived Data will then be made publically available on an open access database for further analysis and publication by third parties for academic research purposes only – any commercial use of the Derived Data is prohibited.
- The University of Edinburgh will host and manage the Data securely on behalf of the GlobalSurg 3 Project team.
- The Data may be used to produce peer reviewed publications.

By contributing Data to the Project, on behalf of the Contributor, you are agreeing to agree to the terms and conditions of contribution set out in this Agreement.

This Data Contribution Schedule and the Data Contribution Summary sets out the terms and conditions on which the Data will be transferred by the Contributor into the Project

For the purpose of this Data Contribution Schedule and the Data Contribution Summary, the following terms shall be understood to mean:

“Agreement”	This Data Contribution Schedule and the Data Contribution summary.
“Contributor”	The Institution to which the Dr/medical student(s) collecting and contributing Data belong.
“Data”	Patient, hospital and outcome variables for GlobalSurg Studies.
“Database”	A set of variables including but not limited to variable describing patient demographics, diseases, operations, and outcomes.
“Derived Data”	The data, datasets, algorithms and /or derived variables used therein which may be derived from the use or analysis of the Data by the GlobalSurg 3 Project team in carrying out the Project and are anonymised to the extent possible, including but not limited to variable describing patient demographics, diseases, operations, and outcomes.
“Edinburgh”	The University Court of The University of Edinburgh, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts and having its main administrative offices at Old College, South Bridge Edinburgh, EH8 9YL.
“Parties”	Edinburgh and Contributor.
“Project”	“Quality and outcomes in global cancer surgery: a prospective, international cohort study ”
“SuRG Foundation”	The Surgical Research Gateway Foundation, a charitable body registered in England, UK under the registration number 1159898

1. The Data are provided to the SuRG Foundation to enable Edinburgh to create and host the Database, on behalf of the SuRG Foundation.
2. The Contributor acknowledges that the GlobalSurg 3 Project team can access and/or use the Data for the duration of the Project for the purposes of maintaining, modifying, upgrading and updating or the like of the Database from time to time without further notice to the Contributor.
3. The Data and all intellectual property rights therein will remain the property of the Contributor at all times and no right, title or interest in or to the Data is granted to Edinburgh and/or the SuRG Foundation other than as expressly set out in this Agreement. Edinburgh (as custodian for the SuRG Foundation) will own all Derived Data and all intellectual property rights therein.
4. Edinburgh will keep the Data confidential for so long as such Data remains confidential in nature, notwithstanding termination or expiry of this Agreement, other than for the purposes of the Project. The obligation in this Clause 6 shall not apply where Edinburgh can prove that the Data and/or Confidential Information:
 - (a) has become public knowledge, other than through an unauthorised disclosure by Edinburgh;
 - (b) was already known to Edinburgh prior to disclosure by the Contributor or was independently developed by the Applicant without use of or recourse to the Data;
 - (c) was disclosed to the Applicant by a third party not under any obligation of confidence to the Contributor; or
 - (d) is required to be disclosed by law or by requirement of a regulatory body or court order.
5. Any publications made by the GlobalSurg 3 Project Team of results arising from any analysis of the Data will be produced in accordance with normal academic practice including (without limitation) appropriate acknowledgement of co-authors, any published paper from which the Data derives, the version of the Data used, the role of the Contributor and the GlobalSurg 3 Project Team, and their funders. Any publications should follow citation guidance as provided on globalsurg.org, including reference to this website and the Protocol for the Project.
6. The Parties agree that no party shall be liable for any indirect or consequential damages incurred by any other party under or in connection with this Agreement howsoever caused. Nothing in this Agreement excludes, restricts or otherwise limits either party’s liability for any death or personal injury arising from its negligence or for any loss suffered by the other party as a result of its fraud.
7. The Parties acknowledges and agrees that the provisions of this Agreement will continue in full force and effect following expiry of the Project.
8. The Parties agree that Scots law shall govern this Agreement and the Scottish courts shall have exclusive jurisdiction over any matter relating to it.