

## DATA SHARING AGREEMENT

This Agreement is made on 11<sup>th</sup> June 2020 between:

- (1) **SINGAPORE EYE RESEARCH INSTITUTE** (UEN: 199704888Z), a Singapore registered corporation (the "Recipient"), having its registered office at 31 Third Hospital Avenue, #03-03 Bowyer Block C, Singapore 168753 (hereinafter referred to as the "**Recipient**");

and

- (2) **SHAHROUD UNIVERSITY OF MEDICAL SCIENCES**, having a place of organization at 7 Tir Square, Shahroud University of Medical Sciences, Shahroud, Iran (hereinafter referred to as the "**Provider**")

(collectively the "**Parties**" and each a "**Party**").

### Background

The Recipient has requested and the Provider is agreeable to provide the Recipient with a copy of the data more particularly described in Annex A hereto ("**Data Set**") for the purposes specifically set out in Annex A ("**Purpose**") upon the terms and conditions hereinafter appearing.

**The Parties hereby agree** as follows:

1. The Recipient shall use the Data Set solely for the Purposes. All other uses and disclosures not authorized by this Agreement are prohibited. The Recipient shall not disclose the Data Set to any third party without the Provider's prior written consent.
2. The Recipient may allow its employees and personnel access to the Data Set exclusively on a need-to-know basis and the Recipient shall ensure that the employees and, personnel to whom the Data Set is disclosed as permitted under this Agreement (collectively "**Authorised Recipients**" and each an "**Authorised Recipient**") keep the Data Set confidential and use Data Set solely for the Purpose.
3. The Recipient shall take all reasonable steps to safeguard the Data Set and exercise at least the same degree of care in respect of the Data Set as it exercises with respect to its own confidential information of like importance which it does not want disclosed to others and in any event no less than reasonable care.
4. The Recipient acknowledges that all information in the Data Set has been de-identified and the Recipient shall not make and shall not permit any attempt at re-identification of the data. The Recipient shall maintain at all material times appropriate governance frameworks and controls to ensure proper handling of the Data Set in accordance with this Agreement.
5. The Recipient acknowledges that the Provider owns all rights, title and interests in the Data Set. Nothing in this agreement will operate to transfer to the Recipient any of the Provider's rights in the Data Set.
6. Upon completion of the Purpose, the Recipient shall provide to the Provider the deliverables as set out in Annex A ("**Deliverables**").
7. A Party shall not use the other Party's name in any public disclosure without the prior written consent of the named Party.
8. The Provider represents and warrants that the Data Set has been obtained in compliance with all applicable national and local laws, regulations and guidelines, all applicable subject privacy laws and regulations, and all applicable ethical regulations and guidelines.
9. To the fullest extent allowed by applicable law, neither Party shall be liable to the other Party under any bases of liability, for any loss of revenue or profit, loss of business or business opportunity or loss of goodwill or any indirect, incidental, special or consequential loss incurred by a Party arising out of or in connection with this Agreement, even if such Party had been advised of the possibility of such damages.
10. No Party shall assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

11. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
12. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
13. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
14. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Agreement.
15. This Agreement may be signed in any number of counterparts, each of which when signed will constitute a duplicate original, but all the counterparts will together constitute the one agreement; except that this Agreement will be of no effect until the counterparts are exchanged.
16. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of Singapore, without regard to its conflict of laws principles.
17. In the event of a dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the Parties shall attempt in good faith to settle amicably such dispute within thirty (30) days of commencement of discussions. Any dispute which cannot be resolved amicably shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center (“**SIAC**”) for the time being in force, which rules will be deemed to be incorporated by reference to this clause. The tribunal shall consist of a single arbitrator and the seat of arbitration shall be Singapore. The language of the arbitration shall be in English. The Parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the dispute through mediation at the Singapore International Mediation Centre (“**SIMC**”), in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.
18. Any notice or other communication required to be served shall be in writing and addressed to the address of the intended recipient as first set out below or to such other address as may have been notified to the sender and may be sent in person or by registered post, courier or facsimile or email transmission.

Notices to the Recipient:

Name: Dr Vandana Ramachandran (Dir, Research & Academic Affairs)  
Address: Singapore Eye Research Institute  
The Academia, 20 College Road  
Discovery Tower Level 6  
Singapore 169856  
Phone: +65 6576 7217  
Fax: +65 6225 2568  
Email: [vandana.ramachandran@seri.com.sg](mailto:vandana.ramachandran@seri.com.sg),

*SERI Investigator:*

Name: Prof Saw Seang Mei  
Email: [saw.seang.mei@seri.com.sg](mailto:saw.seang.mei@seri.com.sg)

Notices to the Provider:

Name: Dr Mohammad Hassan Emamian  
Address: Shahroud University of Medical Sciences

7 Tir Square, Shahroud, Iran  
Phone: +98 23 32396714  
Fax: +98 23 32394852  
Email: [emamian@shmu.ac.ir](mailto:emamian@shmu.ac.ir); pishgiri@yahoo.com

19. Notice will be deemed given:

- (a) in the case of hand delivery or registered mail upon written acknowledgement of receipt by an officer or other duly authorised employee agent or representative of the receiving Party;
- (b) in the case of facsimile upon completion of transmission as long as the sender's facsimile machine creates and the sender retains a transmission report showing successful transmission; or
- (c) in the case of email on the date and time of transmission directed to the email address notified by the recipient, unless the sender receives a non-delivery or "returned mail" reply message or any error message indicating that the email was not successfully sent to the recipient's mailbox or the mail server operated by the recipient or the recipient's service provider. All communication with email will be done by addressing to the primary and secondary email addresses indicated in Clause 18.

## ANNEX A

### Data Set

\* This template is not to be used if any identifiable / personal data will be provided. If personal data is to be provided, pls flag it to the Research Admin and Legal. PDPA requirements will have to be complied with (informed consent of the subject obtained, additional requirements imposed on the Recipient).

Non-identifiable individual data related to or useful to the Research Purpose stated below. This data includes information on risks factors for myopia in children.

### Purpose

**Project Title: Sunflower Myopia Asian Children study**

#### **1. BACKGROUND**

The prevalence of myopia is high, especially in East Asian and some South-East Asian countries, leading to the increased risk of pathological myopia and visual impairment in adulthood. Increased nearwork and lack of outdoor time are known environmental risks factors for myopia. However, patterns of light exposure to prevent myopia are not completely understood. Adding to the unknown light patterns in children, there is still mixed evidence regarding some specific risk factors for myopia, such as digital screen time, a type of nearwork. The effect of screen time might be small and single studies have limited power and sample size. Therefore, a pooled analysis of individual participant data in a consortium with a larger sample size will add power.

#### **2. SCOPE OF WORK**

Using individual data from several studies with tens of thousands of children in the Sunflower Myopia Asian Eye Epidemiology Consortium (AEEC), this pooled analyses aims to examine risks factors including outdoor time, light levels and screen time for myopia, using a pooled analysis of tens of thousands of children from several countries in an Asian Consortium.

This work will include sharing of some non-identifiable individual data of Shahroud Schoolchildren Eye Cohort Study (SSCECS) by the Shahroud University of Medical Sciences, Shahroud, Iran. The Myopia team at SERI will merge the data with other existent datasets and perform a combined analysis of risks factors for myopia.

### Deliverables

*The joint deliverable between the Provider and Recipient for this research project is to jointly publish at least one (1) paper.*

Recipient shall be provide the Provider with an advance copy of any proposed publication and text of any proposed presentation for review and comment at least forty (40) days in advance of its submission for publication/presentation.

SERI has committed to participate with principal investigators of SSCECS (MH. Emamian, H. Hashemi and A. Fotouhi) in a way that they have authorship criteria (recommended by ICMJE) for any paper submitted for publication or any other reports in seminars and conferences, which uses the combined dataset.

Signed by the Parties:

**SHAHROUD UNIVERSITY OF MEDICAL  
SCIENCES**

Signature: *MH Emamian*  
*June 13, 2020*

By: Dr. Mohammad Hassan Emamian, Vice  
President for Research and Technology

**SINGAPORE EYE RESEARCH INSTITUTE**

Signature:



By: Prof Aung Tin, Executive Director