



Oxynet

TEMPLATE

Data Transfer Agreement

For sharing cardiopulmonary exercise test recordings with Oxynet. Every choice is shown with its alternatives, so both parties can see what they are agreeing to and what they are not.

DATA PROVIDER

AGREEMENT REF.

DRAFT DATE

BEFORE YOU START

How this template works

One document, filled in together. Where there is a choice, all the alternatives are printed, so nothing is decided by what was left out.

☐ **Choose one**
Mutually exclusive alternatives. Tick exactly one.

☐ **Tick all that apply**
Independent options. Tick as many as are true.

— **Fill in**
Write the answer on the line or in the box.

FIX **Fixed term**
The same in every agreement Oxynet signs. Shown so you know it is there, not to be ticked.

Filling it in

The PDF is fillable: open it in any PDF reader, tick and type, save, and send it back. It also prints cleanly for pen and paper. Each item has a number (2.1, 4.3), so a reply can say “agreed except 5.1” without redrafting anything.

Annex A lists every item with a column for each party, so the state of the negotiation is visible on one page.

If you have your own template

Many institutions require their own data transfer or data processing agreement. That is fine: we will work from yours. This document can still serve as the checklist of what needs deciding.

A model built specifically for the Provider, or a joint development project, needs a separate model development agreement. This one covers sharing the Data.

Each party should have the completed agreement reviewed by its own legal counsel or data protection officer before signature.

DEFINITIONS USED THROUGHOUT

Provider: the organisation sharing the Data. **Recipient:** the party receiving the Data on behalf of Oxynet, identified in 1.4.

Data: the cardiopulmonary exercise test recordings and associated variables described in Section 3.

Oxynet: the computational platform for CPET analysis, including its software, models and hosted service at app.oxynet.net.

BEFORE YOU START

Choose the scope

One agreement, three depths. Fill in only what the project needs: items above the chosen tier are skipped, and the defaults below apply to them.

0.1



Scope of this agreement

CHOOSE ONE



Tier 1 · Feasibility

A few recordings, anonymised by the Provider (3.4), analysed and deleted. Nothing is kept beyond the hosted service, nothing is used for models.



Tier 2 · Validation

A defined dataset for a project: validation against the Provider's labels, an integration, a study. Kept for the project; models may be evaluated on it, never trained.



Tier 3 · Data contribution and model development

Data that joins the Oxynet research corpus, or trains models. Every item applies.



Every tier



Tier 2 and 3



Tier 3 only

The squares under each item number say which tiers it belongs to. A project can move up a tier later: complete the items the new tier adds, mark them in Annex A, and sign the amendment.

Defaults for skipped items

4.4	Only the Recipient's scientific contact (1.5)
4.7	No separate confirmation: the Data is deleted on the timetable in 4.6
5.1	No: never used for model development
5.2 to 5.6	Not applicable: nothing is used for model development
6.3	The Provider may use the outputs freely
6.4	No publication without both parties' written consent
6.5	The Provider is not mentioned
7.1	No payment in either direction
8.1	Until the purposes are complete
9.3	72 hours
9.4	Neither party is liable for indirect or consequential loss

Fixed terms apply at every tier where they are marked, filled in or not. A skipped item that is not listed here is simply not recorded.

SECTION 1

The parties

1.1 Provider FILL IN

Organisation (legal name) _____

Department / unit _____

Registered address _____

VAT / registration no. _____ Country _____

1.2 Type of organisation CHOOSE ONE

☐ ☐ ☐

☐ Public hospital or health authority

☐ University or research institute

☐ Private clinic or laboratory

☐ Company (device, software, services)

☐ Sport or performance organisation

☐ Other: _____

1.3 Nature of the Provider CHOOSE ONE

☐ ☐ ☐

☐ Non-profit

☐ For-profit

☐ Public body

1.4 Recipient (on behalf of Oxynet) CHOOSE ONE

☐ ☐ ☐

☐ Andrea Zignoli, in a private capacity, as operator of Oxynet until an Oxynet legal entity is established (see 8.3)

☐ University of Trento, department: _____
For research collaborations run through the university.

☐ Other legal entity: _____

1.5 Contact points FILL IN

☐ ☐ ☐

PROVIDER

RECIPIENT

Signatory _____

Signatory _____

Scientific / technical _____

Scientific / technical Andrea Zignoli

Data protection officer _____

Data protection officer _____

Email _____

Email andrea.zignoli@unitn.it

SECTION 2

Purpose

The Data may be used for the purposes ticked here and for nothing else.

2.1 Purposes

TICK ALL THAT APPLY

■■■

- ☐ Feasibility: check that the Provider's export format is read correctly and report what the analyses return
- ☐ Integration: develop and test a connection between the Provider's systems and Oxynet
- ☐ Validation: compare Oxynet outputs with the Provider's own labels or measurements
- ☐ Research collaboration: establish a new capability or its evidence (for example a second population for oscillation analysis)
- ☐ Model development: train or evaluate models, on the terms chosen in Section 5
- ☐ Service: routine analysis of the Provider's recordings through the Oxynet service
- ☐ Other: _____

2.2 Context of use

CHOOSE ONE

□■■

- ☐ Non-commercial research only ☐ Commercial product or service development ☐ Both, as described in 2.3

2.3 Description of the project

FILL IN

□■■■

2.4 Uses that are excluded

FIXED TERM

■■■

The Recipient will not attempt to identify any individual in the Data, or link the Data with other information for that purpose.

This agreement does not authorise any clinical use of the Data, or of outputs derived from it, beyond the status and intended use set out in 9.1 or otherwise agreed in writing.

The Data will not be sold, and will not be disclosed to third parties except as set out in 4.4.

SECTION 3

The Data

3.1 Volume and source FILL IN

■■■

Number of recordings _____ Period collected _____

Metabolimeter and software (make, model, version) _____

Export format and file type _____

3.2 Population TICK ALL THAT APPLY

□■■

☐ Healthy adults☐ Athletes☐ Paediatric☐ Clinical population: _____

3.3 Variables included TICK ALL THAT APPLY

□■■

☐ Breath-by-breath or averaged gas exchange
($\dot{V}O_2$, $\dot{V}CO_2$, $\dot{V}E$)☐ End-tidal gases (PetO₂, PetCO₂)☐ Breathing frequency☐ Heart rate☐ Work rate or speed, protocol☐ Expert threshold labels (VT1, VT2)☐ Age (or age band), sex, height, body mass☐ Clinical variables (diagnosis, medication)☐ Outcomes or follow-up☐ Other: _____

3.4 Identification status of the Data as shared CHOOSE ONE

■■■

☐ Anonymised: the Provider holds no means of re-identifying individuals

The only option at Tier 1.

☐ Pseudonymised: coded, with the key held only by the Provider and never shared☐ Other: _____**Fixed.** Before transfer the Provider removes direct identifiers from the files and the filenames: names, dates of birth, record and hospital numbers, addresses. Oxynet needs none of them.

3.5 Ethics and consent TICK ALL THAT APPLY

□■■

☐ Covered by ethics approval, reference: _____☐ Participants consented to this use or to secondary research use☐ Not required, in the Provider's assessment, because: _____

3.6 Right to share FIXED TERM

■■■

The Provider confirms that it is entitled to share the Data with the Recipient for the purposes in Section 2, and that doing so is consistent with the information given to the individuals concerned.

SECTION 4

Transfer, storage and use

How the Data reaches Oxynet, where it is held, what happens to it when it is analysed, and how long any of it is kept. This section is the heart of the agreement.

4.1 How the Data reaches the Recipient

TICK ALL THAT APPLY

4.1
■■■

- ☐ A private cloud-drive link the Provider shares (Google Drive, OneDrive, Dropbox or similar), which the Recipient downloads
- ☐ Another secure transfer agreed between the parties: _____
- ☐ Upload to the hosted Oxynet service over HTTPS, with an API key issued to the Provider
- ☐ No transfer: Oxynet runs on the Provider's infrastructure

4.2 Where the Data is held, step by step

FIXED TERM

4.2
■■■

A dataset shared by link or file transfer. The Recipient downloads it to a workstation under the Recipient's control, then uploads it to Oxynet's storage, where the research corpus is held. Training runs read from that storage and write models and results back to it. The provider of that storage, its region and its security measures are in Annex C. The local copy on the workstation is deleted on the same timetable as the rest (4.6).

A recording sent to the hosted service for analysis. The file is parsed in memory on the service and is never written to storage. What is stored is the parsed record, under the Provider's own API key, which no other key can read. It is deleted as set out in 4.6, and it does not reach the research corpus.

4.3 Recordings sent to the service for analysis

CHOOSE ONE

4.3
■■■

Analysis itself changes no model: the models are fixed files, and a recording sent for analysis teaches them nothing. The choice here is only whether the recording is kept afterwards.

- ☐ Not kept. Each recording passes through: parsed, analysed, the result returned, the record deleted on the timetable in 4.6, and nothing of it is used for anything else
The default, and what the hosted service does today.
- ☐ Kept without labels. The parsed recordings are retained, with no expert labels attached, and may be used as chosen in Section 5
- ☐ Kept with any labels the Provider supplies, and may be used as chosen in Section 5

This choice governs recordings sent to the service and prevails over Section 5. Where they are not kept, nothing in Section 5 applies to them, and Section 5 then governs only a dataset shared under 4.1.

SECTION 4

Transfer, storage and use, continued

One timetable, covering every copy: the workstation, Oxynet's storage, the research corpus and the service's own records.

4.4 Who at the Recipient may access the Data

CHOOSE ONE

□ ■ ■

☐ Andrea Zignoli only

☐ The following named people: _____

4.5 Third parties

FIXED TERM

■ ■ ■

The Data is disclosed to no one except the infrastructure providers listed in Annex C, used only to host the storage and the service.

4.6 How long the Recipient keeps the Data

CHOOSE ONE

■ ■ ■

☐ Only as long as the hosted service keeps a record: 24 hours after upload, or sooner on request. Nothing is kept beyond that

☐ Until the purposes in Section 2 are complete, then every copy is deleted

☐ Until this date, then every copy is deleted: _____

☐ For the term of this agreement, then every copy is deleted

☐ In the Oxynet research corpus on the terms in Section 5, for this period: _____

4.7 Deletion

TICK ALL THAT APPLY

□ ■ ■

☐ The Recipient confirms deletion in writing when it takes place

☐ The Provider may require deletion at any time, carried out within 30 days, with the effect set out in 5.6

4.8 What is kept whatever is chosen above

FIXED TERM

■ ■ ■

For a call to the hosted service: a monthly count of analyses against the Provider's API key, with the key's name and a timestamp, and a log line holding the record id, the detected format and the file size. Neither holds anything from a recording, and neither is used for model development.

Results are returned to the caller and are not stored by the service.

SECTION 5

Use in model development

The choice with the most consequence for both parties, so every level is listed, and every way the Data could be used is named.

5.1 May the Data be used to develop Oxynet models?

CHOOSE ONE

□ ■ ■

This section governs a dataset shared under 4.1, and recordings kept under 4.3. It does not reach recordings that 4.3 says are not kept.

- ☐ No. The Data is used only for the purposes in Section 2 and never enters a training corpus
This is the default, and what happens to anything uploaded through the hosted service.
- ☐ For evaluation only: to test or benchmark existing models, never to train them
- ☐ To train and evaluate research models, not offered in any Oxynet service
Tier 3 only.
- ☐ To train and evaluate models, including models offered in Oxynet services, commercial ones included
Tier 3 only.

5.2 Which parts of the Data may be used

TICK ALL THAT APPLY

□ □ ■

- ☐ The recorded signals, without the labels
- ☐ The expert threshold labels and annotations
- ☐ Demographics and clinical variables shared under 3.3
- ☐ Representations derived from the above (encoders, embeddings, scaling constants)

5.3 Which kinds of use are permitted

TICK ALL THAT APPLY

□ □ ■

- ☐ Representation learning with no labels: an encoder is trained to reconstruct the signals
- ☐ Initialisation only: the Data pretrains a model that is then fine-tuned on another cohort, and no reported result derives from the Data
Uses the labels where they exist.
- ☐ Supervised training or fine-tuning of a detector on the labels
- ☐ Evaluation and benchmarking of existing models, including per-recording result rows
- ☐ Training generative models that produce artificial recordings, which Oxynet may publish as synthetic sample data
No real recording is published; the generator learns from real ones.
- ☐ Aggregate reference statistics kept in configuration and model metadata: scaling constants, cohort percentiles, benchmark tables
- ☐ Figures in publications and documentation, subject to Section 6

SECTION 5

Use in model development, continued

5.4 Who may be offered a model trained on the Data

CHOOSE ONE

□□■

A model trained on the Data is the Recipient's (6.1). This item limits who it may be offered to, and is enforced by restricting the model to named API keys.

- ☐ Anyone. No restriction
- ☐ Anyone except the organisations named here, for this many months: _____
Organisations _____
- ☐ The Provider only, for this many months, then anyone: _____
- ☐ The Provider only, until the parties agree otherwise in writing

5.5 Conditions, where the Data is used for models

TICK ALL THAT APPLY

□□■

- ☐ Pseudonymised before it enters the corpus, if it is not already
- ☐ The Provider is acknowledged as the source cohort in the documentation of any model trained on the Data, subject to 6.5
- ☐ The Provider may withdraw the Data from future model development, with the effect set out in 5.6
- ☐ The Recipient reports the evaluation results obtained on the Data to the Provider
- ☐ On request, the Recipient states which models were trained or initialised on the Data
- ☐ Other: _____

5.6 What withdrawal and deletion mean

FIXED TERM

□□■

On withdrawal or deletion the Recipient deletes, within the period in 4.7, the Data and everything derived from it that still describes individual recordings: the conditioned training files, cached training tensors, held-out file lists, per-recording evaluation rows and prediction arrays. Training runs that start after the notice exclude the Data, which the training tools do by cohort and by file format.

What is not affected, and need not be retrained, deleted or withdrawn from use: model weights and encoders already trained, aggregate statistics already measured, results already reported, and figures and publications already produced.

SECTION 6

Rights, results and publication

6.1 Who holds what

FIXED TERM

THE PROVIDER KEEPS

The Data as provided, including its own labels and annotations

THE RECIPIENT KEEPS

Oxynet software, algorithms and methods
Oxynet models and model weights, including those trained or improved using the Data under Section 6
General know-how gained from the work

THE PROVIDER RECEIVES

The outputs, on the terms in 6.3
The publication rights in 6.4

Neither party acquires any right in the other's material except as stated here. A model built specifically for the Provider, or any other allocation, requires a separate model development agreement.

6.2 No exclusivity

FIXED TERM

Sharing Data with the Recipient gives the Provider no ownership of, and no exclusive right to, any Oxynet model, method, software or service. Exclusivity, if wanted, is agreed separately in writing.

6.3 Outputs of the analysis

CHOOSE ONE

☐ ☒ ☐

- ☐ The Provider may use the outputs Oxynet returns on its Data freely
- ☐ Both parties may use the outputs, for the purposes in Section 2
- ☐ Other: _____

6.4 Publication

CHOOSE ONE

☐ ☒ ☐

- ☐ Joint publication, with authorship following ICMJE criteria
- ☐ The Provider may publish; Oxynet is cited as the analysis method
- ☐ The Recipient may publish; the Provider is cited as the source of the data and of the expert labelling
- ☐ No publication without both parties' written consent
- ☐ No publication is planned

6.5 Naming the Provider in Oxynet materials

CHOOSE ONE

☐ ☒ ☐

- ☐ May be named (website, manual, presentations)
- ☐ Described without the name ("a hospital laboratory")
- ☐ Not mentioned

SECTION 7

Commercial terms

7.1 Consideration

TICK ALL THAT APPLY

□ ■ ■

- ☐ No payment in either direction
- ☐ The Provider receives access to the Oxynet service, on these terms: _____
- ☐ Fees, as set out in a separate document
- ☐ A share of revenue from services using models trained on the Data, as set out in a separate document
- ☐ Other: _____

SECTION 8

Term, termination and transfer

8.1 Duration

CHOOSE ONE

□ ■ ■

- ☐ 12 months
- ☐ 24 months
- ☐ Until the purposes are complete
- ☐ Other: _____

8.2 Dates and notice

FILL IN

■ ■ ■

Effective from _____ Notice to terminate (days) _____

On termination the Data is deleted as set out in Sections 4 and 5.6. Sections 2.4, 6 and 9 continue to apply.

8.3 Transfer to an Oxynet legal entity

CHOOSE ONE

■ ■ ■

Where the Recipient is not yet the legal entity that operates Oxynet, this agreement, with the Data and every right and obligation under it, may pass to that entity once established:

- ☐ On written notice to the Provider, provided the entity takes on every obligation under this agreement
- ☐ With the Provider's written consent, which is not unreasonably withheld
- ☐ Not applicable: the Recipient already operates Oxynet

SECTION 9

General terms

9.1 Status of Oxynet and permitted use of outputs

FIXED TERM

■■■

At the date of this agreement Oxynet is research software. It is not a medical device, carries no CE mark or FDA clearance, its outputs are not a diagnosis, and no output is calibrated against clinical outcomes. Outputs are provided as they are, without warranty of fitness for a clinical purpose.

This describes the status on that date, not a permanent one. The use of outputs permitted by this agreement follows it, and a change of status or intended use is recorded by written amendment.

9.2 Confidentiality

FIXED TERM

■■■

Each party keeps the other's non-public information confidential and uses it only for this agreement.

9.3 Security incidents

CHOOSE ONE

□■■

The Recipient notifies the Provider of any breach affecting the Data without undue delay and at the latest within:

☐ 24 hours ☐ 48 hours ☐ 72 hours

9.4 Indirect loss

TICK ALL THAT APPLY

□■■

☐ Neither party is liable to the other for indirect or consequential loss, including lost profit

9.5 Governing law and courts

CHOOSE ONE

■■■

☐ Italian law; courts of Trento
☐ The law and courts of the Provider's country
☐ Other: _____

9.6 Entire agreement

FIXED TERM

■■■

This agreement, with its annexes, is the whole agreement on the Data. Changes are valid only in writing signed by both parties. Where an item is left unticked, the parties have not agreed it, and it does not apply.

SECTION 10

Signatures

Signed by the authorised representatives of the parties. The agreement may be signed in counterparts and electronically.

FOR THE PROVIDER

Organisation _____

Name _____

Role _____

Place _____

Date _____

Signature _____

FOR THE RECIPIENT

Organisation _____

Name _____

Role _____

Place _____

Date _____

Signature _____

Annexes

Annex A · Item tracker (page 15)

☐ **Annex B** · A data processing agreement, where the Provider’s institution requires one:

Annex C · Hosting, storage and security (page 16)

ANNEX A

Item tracker

Each party ticks an item once it agrees with how it is filled in. **Changed** marks an item amended since the previous draft, so a returned copy shows at a glance what moved. When both columns are ticked on every row, the agreement is ready to sign.

ITEM		TIER	PROV.	REC.	CHANGED
0.1	Scope (tier)	☒	☒	☒	☐
1.1	Provider	☒	☒	☒	☐
1.2	Type of organisation	☐	☒	☒	☐
1.3	Nature of the Provider	☐	☒	☒	☐
1.4	Recipient	☒	☒	☒	☐
1.5	Contact points	☒	☒	☒	☐
2.1	Purposes	☒	☒	☒	☐
2.2	Context of use	☐	☒	☒	☐
2.3	Project description	☐	☒	☒	☐
3.1	Volume and source	☒	☒	☒	☐
3.2	Population	☐	☒	☒	☐
3.3	Variables	☐	☒	☒	☐
3.4	Identification status	☒	☒	☒	☐
3.5	Ethics and consent	☐	☒	☒	☐
4.1	How the Data arrives	☒	☒	☒	☐
4.3	Recordings sent for analysis	☒	☒	☒	☐
4.4	Access	☐	☒	☒	☐
4.6	Retention	☒	☒	☒	☐

Draft no. _____

ITEM		TIER	PROV.	REC.	CHANGED
4.7	Deletion	☐	☒	☒	☐
5.1	Model development	☐	☒	☒	☐
5.2	Parts of the Data	☐	☐	☒	☐
5.3	Kinds of use	☐	☐	☒	☐
5.4	Who may be offered the model	☐	☐	☒	☐
5.5	Model conditions	☐	☐	☒	☐
6.3	Outputs	☐	☒	☒	☐
6.4	Publication	☐	☒	☒	☐
6.5	Naming the Provider	☐	☒	☒	☐
7.1	Consideration	☐	☒	☒	☐
8.1	Duration	☐	☒	☒	☐
8.2	Dates and notice	☒	☒	☒	☐
8.3	Transfer to Oxynet entity	☒	☒	☒	☐
9.3	Security incidents	☐	☒	☒	☐
9.4	Indirect loss	☐	☒	☒	☐
9.5	Governing law	☒	☒	☒	☐
Ann.	Annexes B and C		☐	☐	☐

Date of this draft _____

Requested changes

Any change to the wording, including a fixed term, with the item number and the text you propose. We will answer each one in the next draft.

Template v1.6, September 2026. The current template is always at oxynet.net/data-agreement.

ANNEX C

Hosting, storage and security

Where the Data and the models are held on the date of this template, and how. Every entry below is a fixed term.

Where things live

INFRASTRUCTURE	Amazon Web Services (AWS), region eu-central-1 (Frankfurt, Germany). The only infrastructure provider that holds the Data.
ANALYSIS SERVICE	AWS App Runner, eu-central-1 (Frankfurt, Germany), reached at app.oxynet.net over HTTPS.
UPLOADED FILES	Never stored. Parsed in a temporary file on the service instance and discarded.
PARSED RECORDS	Amazon S3, eu-central-1 (Frankfurt, Germany), in a storage area partitioned per API key.
MODELS AND WEIGHTS	Amazon S3, eu-central-1 (Frankfurt, Germany), loaded by the service at start-up.
RESEARCH CORPUS	Only where 5.1 allows it. Amazon S3, eu-central-1 (Frankfurt, Germany), pseudonymised, in a storage area separate from the service's records.
MODEL TRAINING	Runs on a workstation controlled by the Recipient, or on the service's own infrastructure in the region above, reading a copy of the research corpus. No third-party training service is used. Workstation location: _____

How it is protected

IN TRANSIT	HTTPS between the Provider and the service. Service and storage run in the same AWS region.
AT REST	AES-256 server-side encryption (SSE-S3) on all stored records, models and corpus files.
PUBLIC ACCESS	Blocked on the storage bucket: nothing in it can be made public.
ACCESS	API access by a key issued per caller, which reaches only its own records. Storage and administration only by the people named in 4.3, through their own credentials.
DELETION	The service deletes a parsed record at expiry (4.2) or on request. The storage keeps a version history of the files written to it; the Recipient purges those versions when deleting a dataset, and confirms it in writing where 4.7 asks for confirmation.
ANALYSIS RESULTS	Returned to the caller and not stored. What persists for a call through the service is a monthly count per API key, holding no data from any recording.
BACKUPS AND COPIES	No backup, replica or copy of the Data is kept outside the storage described here, other than the training copy above where 5.1 allows it.
CHANGES	The Recipient notifies the Provider in writing before moving the Data or the models to another provider or outside the EU / EEA.

Taken from the live service configuration for template v1.6, September 2026.