

Tool 4 — MDTAA Clause Selection Tool

Supplementary Table 9

Maps the outcomes of Tools 1–3 to the modules of the Modular Neurodata Transfer and Access Agreement, including the transfer-instrument module for the origin regime. Module selection does not establish lawfulness or enforceability.

Step	Scientist-facing question	If YES	If NO
1. Baseline governance module	Is the MDTAA being used to govern the processing, access, transfer or reuse of neurodata or a governed derivative artefact? Example: A university intends to provide an external collaborator with controlled access to coded EEG recordings under an MDTAA.	Activate the Baseline Governance Module. Identify the parties, assessed objects and activities governed by the arrangement. Continue to Step 2 (Articles 3–7, 9–10 and 14–17; Schedules A and B; Annexure 4, section 5.1.)	Record "MDTAA Clause Selection Tool not applicable". Identify whether another agreement or governance mechanism is required. End this Tool.
2. Cross-Border Transfer Module	Does the arrangement involve international transfer, storage in another jurisdiction or remote access from another legal jurisdiction? Example: MRI data collected in South Africa will remain on a South African server but will be accessed remotely by researchers in Germany.	Activate the Cross-Border Transfer Module. Record the originating, receiving, hosting and remotely accessing jurisdictions, the pathway class from Tool 2 (Supplementary Table 7) Step 6A and the restrictions recorded at Step 6B. Activate the Transfer-Instrument Module corresponding to the origin regime (MDTAA Part III: T-EU, T-UK, T-CH, T-BR, T-AR, T-ZA, T-NG, T-KE, T-RW, T-CA, T-US or T-GEN) and record the mandatory instrument in Schedule A Part E.5. Continue to Step 3. (Core Articles 12, 13 and 13A; the activated Transfer-Instrument Module; Annexure 2; Schedule C, where applicable.)	Do not activate this module on the basis of this step. Continue to Step 3.

Step	Scientist-facing question	If YES	If NO
3. Supplementary Safeguards Module	Did the Neuro-TADT identify supplementary safeguards as a condition for proceeding? Examples include enhanced encryption, controlled access, local storage, additional oversight or restrictions on government access.	Activate the Supplementary Safeguards Module. Specify each safeguard identified by Tool 2 / Supplementary Table 7, the responsible party and the evidence required to verify implementation. Continue to Step 4. (Article 13A; Schedule C; relevant Annexures as identified by the Neuro-TADT).	Retain the baseline safeguards and all other safeguards required by the preceding assessments. Continue to Step 4.
4. Enhanced Neurodata Protection Module	Does Tool 1 / Supplementary Table 6 assessment require Tier 3, Tier 4 or Tier 5 safeguards, whether under a confirmed classification or provisionally pending further assessment? Example: Raw intracranial recordings containing persistent participant and device identifiers have been classified as Tier 3 and require enhanced access, security and accountability controls.	Activate the Enhanced Neurodata Protection Module. Incorporate the safeguards required for the applicable Tier 3, Tier 4 or Tier 5 classification, retaining safeguards associated with other conditions that remain present. Mark the selection as provisional where the classification remains provisional. Continue to Step 5. (Articles 10A and 11A; Annexure 1; Annexure 5; Schedule B-D, where applicable).	Retain the safeguards required for the applicable tier and any separately identified conditions. Continue to Step 5.

Step	Scientist-facing question	If YES	If NO
5. Derivative Neurodata Module	Does the arrangement involve features, embeddings, connectivity measures, predictions, reconstructed signals, synthetic neurodata or other transformed neural representations? Example: The recipient will generate and retain fMRI-derived embeddings and functional-connectivity measures rather than receiving only the original imaging dataset.	Activate the Derivative Neurodata Module. Specify the governed artefacts, permitted transformations and uses, access conditions and prohibited activities. Incorporate applicable findings from Tool 3 / Supplementary Table 8 or reference the documented exception under Annexure 1 §7.2. Continue to Step 6. (Article 10B; Annexure 3; Article 11B where deletion or unlearning is implicated.)	Do not activate this module on the basis of this step. Continue to Step 6.
6. AI and Model Governance Module	Will neurodata or derivative artefacts be used to train, fine-tune, validate, benchmark, query or deploy an AI or machine-learning system? Example: An external research team will use EEG recordings to fine-tune and validate a machine-learning model for predicting cognitive impairment.	Activate the AI and Model Governance Module. Specify authorised AI activities, systems or models, technical environments, access restrictions and oversight requirements. Incorporate applicable conditions from Tools 2 and 3 / Supplementary Tables 7 and 8. Module selection does not itself establish Tier 5. Continue to Step 7. (Article 6A; relevant provisions in Schedule D where applicable).	Do not activate this module on the basis of this step. Continue to Step 7.

Step	Scientist-facing question	If YES	If NO
7. Controlled Access, Repository and Infrastructure Module	Will access or processing occur through a repository, secure enclave, trusted research environment, federated system, cloud platform, vendor environment or other controlled infrastructure? Example: Researchers will analyse participant-level MRI data inside a trusted research environment that permits approved queries but prohibits downloading the underlying data.	Activate the Controlled Access, Repository and Infrastructure Module. Specify the infrastructure, access model, administrators, providers, security controls and output or download restrictions. Continue to Step 7A. (Articles 6B, 10A, 10B, and 13A; Annexures 2 and 5; Schedules C and D, where applicable.)	Do not activate this module on the basis of this step. Continue to Step 7A.
7A. Statutory Access Conditions	Does the arrangement operate under an EHDS permit or another statutory authorisation?	Record the statutory authorisation, its status and its applicable conditions in Schedules C and D, as relevant. Identify the selected provisions that implement each condition; use Step 19 for any additional provisions required. Record any pending authorisation or unresolved condition as outstanding. Continue to Step 8.	Reference the determination made under Tool 2 / Supplementary Table 7 Step 7A that no such authorisation is required. Continue to Step 8.
8. Onward Transfer and Sub-Processor Module	May the recipient appoint sub-processors or provide the neurodata, derivatives or model-associated artefacts to additional recipients? Example: The receiving university proposes to use a cloud provider for processing and to share derived embeddings with another consortium partner.	Activate the Onward Transfer and Subprocessor Module. Specify permitted recipients or recipient categories, purposes, approval conditions and safeguards that must continue throughout the onward arrangement. Distinguish existing permission from permission requiring further approval and check consistency with upstream conditions. Continue to Step 9. (Article 8; SCC Annex III where applicable).	Record that onward transfer or appointment of sub-processors is not permitted under the assessed arrangement. Continue to Step 9 to specify the applicable prohibition and any approval procedure.

Step	Scientist-facing question	If YES	If NO
9, No Onward Transfer Module	Must onward transfer, third-party access, subcontracting, cloud replication or redistribution be prohibited unless prior approval is obtained? Example: The recipient may analyse the EEG data internally but may not upload it to another repository, engage a new cloud vendor or share it with another collaborator without prior written approval.	Activate the No Onward Transfer Module. Specify the prohibited activities and any expressly permitted exceptions or prior-approval procedure. Reconcile these restrictions with Step 8 so that permitted onward activities and prohibited activities are clearly distinguished. Continue to Step 10. (Articles 8).	Confirm that any permitted onward activities and their conditions have been addressed at Step 8. If Step 8 was also answered "No", clarify the onward-sharing position and revise Step 8 or Step 9 before continuing. Continue to Step 10.
10. Commercial Use and Intellectual Property module	Does the arrangement involve a commercial partner, product development, licensing, intellectual-property generation or another anticipated commercial use? Example: A medical-device company will use transferred neurodata to develop and commercialise an algorithm for detecting neurological deterioration.	Activate the Commercial Use and Intellectual Property Module. Specify permitted commercial activities, if any, together with ownership, licensing, publication and benefit-allocation conditions. Do not treat the involvement of a commercial partner or the creation of intellectual property as permission for commercial use. Continue to Step 11. (Article 3A; Schedule B where applicable).	Do not activate this module on the basis of this step. Continue to Step 11.

Step	Scientist-facing question	If YES	If NO
11. Research Use Only Module	Must use of the neurodata and resulting artefacts be restricted to the approved non-commercial research purposes? Example: A university consortium may use the data only for the approved academic study and may not use them for product development, commercial licensing, employment screening or insurance assessment.	Activate the Research Use Only Module. Specify the approved non-commercial research purposes, authorised users and prohibited uses. Check consistency with Step 10. Where both modules apply, ensure that intellectual-property or commercial-partner provisions do not authorise prohibited commercial use. Continue to Step 12. (Articles 3–6 and 10; incorporated SCC purpose-limitation provisions; Schedules A and B; Schedules C and D, where applicable.)	Do not activate the Research Use Only Module. Specify the other authorised purposes and applicable restrictions; this answer does not permit unrestricted use. Continue to Step 12.
12. Dataset Linkage Module	Will the neurodata be linked with genomic, clinical, behavioural, wearable, consumer, administrative, public-register or other datasets? Example: Pseudonymised EEG recordings will be linked with genomic variants and electronic health records to investigate predictors of neurodegenerative disease.	Activate the Dataset Linkage Module. Specify authorised datasets, linkage purposes, responsible parties, reassessment requirements and restrictions on further linkage. Incorporate the classification and pathway requirements identified through Tool 2 / Supplementary Table 7 Step 9 and the resulting Table 6 assessment. Continue to Step 13. (Article 4.2(b); Articles 10A and 10B; Annexure 1, section 6.1(a); Annexure 2, sections 7.1(j) and 8.1(f); Annexure 3, sections 7(e) and 10.1(e); Schedule B, Parts B–D and I; Schedule C, Parts H–I and K; Schedule D, Part H, where applicable.)	Record that dataset linkage is outside the assessed arrangement and requires reassessment before introduction. Continue to Step 13.

Step	Scientist-facing question	If YES	If NO
13. Permitted Inference and Prohibited Use Module	Can the neurodata or governed artefact support sensitive inference, reconstruction or profiling, or are particular inferences or uses required to be prohibited? Examples include cognitive profiling, emotional inference, reconstruction of neural activity, employment screening or insurance use. Example: The approved project permits inference concerning cognitive fatigue but prohibits emotional profiling, employment screening, insurance assessment and reconstruction of unrelated mental states.	Activate the Permitted Inference and Prohibited Use Module. Specify authorised analyses, prohibited inferences and decisions, and output-review requirements. Distinguish technically possible activities from activities that are authorised. Continue to Step 14. (Article 3A; Articles 6A, 10.6, 10A and 10B; Annexure 1, sections 2–4; Annexure 3, sections 7–8 and 12; Schedule B, Parts C and I; Schedule C, Parts H–I; Schedule D, Parts D–E, where applicable.)	Retain baseline purpose limitations and all existing use restrictions. Continue to Step 14.
14. Enhanced Audit and Monitoring Module	Do the assigned tier, Neuro-TADT outcome, AI use, recipient environment or identified uncertainty require enhanced audit, monitoring or incident reporting? Example: Access to a Tier 5 model must be logged continuously, with quarterly access reviews, documented model-version changes and immediate reporting of attempted extraction or inversion attacks.	Activate the Enhanced Audit and Monitoring Module. Specify logging, reporting, inspection, testing and audit requirements, including frequency and responsible parties. Continue to Step 15. (Articles 6, 6A.9, 13A and 15; Annexure 2, sections 6–8; Annexure 3, sections 7–10; Annexure 5; Schedule C, Parts I and K; Schedule D, Parts F and H, where applicable.)	Retain baseline audit, monitoring and incident-reporting obligations. Continue to Step 15.

Step	Scientist-facing question	If YES	If NO
15. Return, Deletion and Certificat ion Module	Must neurodata, copies or derivative artefacts be returned, deleted or certified as destroyed at the end of the project, following withdrawal or after another specified event? Example: At project completion, the recipient must delete all local EEG copies and derived feature files and provide written certification of deletion within 30 days.	Activate the Return, Deletion and Certification Module. Specify the objects and copies covered, applicable triggers, timeframes, responsible parties, verification evidence and permitted archival exceptions. Continue to Step 16 to address any retained model or persistent artefact separately. (Article 6 and incorporated SCC Clause 8.5; Articles 10, 11B and 15; Annexure 3, sections 7–10; Annexure 5; Schedule B, Parts D and I; Schedule C, Parts I and K; Schedule D, Parts G–H, where applicable.)	Record the authorised retention period, purpose and applicable conditions. Do not treat this answer as permission for indefinite retention or as displacing mandatory deletion obligations. Continue to Step 16.
16. Persisten t Artefact, Model Retention and Unlearn ing Module	Does the arrangement involve a model, embedding or computational artefact that may persist after the source neurodata are deleted, returned or withdrawn? Example: A predictive model trained on participant neurodata will remain operational after the source dataset is deleted, requiring documented model-retention, version-retirement, decommissioning and technically feasible unlearning procedures.	Activate the Persistent Artefact, Model Retention and Unlearning Module. Specify retention, version retirement, access withdrawal, decommissioning, deletion and technically feasible unlearning procedures, including approved alternatives where necessary. Reconcile these provisions with Step 15 and the findings of Table 8. Continue to Step 17. (Articles 6A, 10B and 11B; Annexure 1, section 3.5; Annexure 3, sections 8–10; Schedule B, Parts H–I; Schedule C, Parts G–I and K; Schedule D, Parts E, G and H, where applicable.)	Do not activate this module on the basis of this step. Continue to Step 17.

Step	Scientist-facing question	If YES	If NO
17. Community, Collective and Indigenous Data Governance Module	Does the project involve an Indigenous community, defined population, patient group or other collective with relevant governance authority, cultural interests or community-approved conditions? Example: Neuroimaging data were collected from an Indigenous community whose recognised governance body requires continuing approval of secondary uses and representation on the data-access committee.	Activate the Community, Collective and Indigenous Data Governance Module. Specify the relevant governance body or representatives, consultation requirements, permissions, access conditions and continuing governance arrangements. Continue to Step 18. (Article 3A; Articles 5A and 9, where applicable; Schedule A, Parts A–D; Schedule B, Part I; Schedule D, Part B, where a Data Access Committee exercises continuing authority; Annexure 4, section 5.17.)	Do not activate this module on the basis of this step. Continue to Step 18.
18. Benefit Sharing and Capacity Development Module	Does the arrangement require benefit-sharing, local analytical access, training, infrastructure support, co-authorship, technology transfer or other capacity-development commitments? Example: An international collaborator receiving neurodata from a lower-resourced institution must provide local researchers with analytical training, access to computing infrastructure, opportunities for co-authorship and participation in downstream model development.	Activate the Benefit Sharing and Capacity Development Module. Specify the commitments, beneficiaries, responsible parties, timeframes and evidence of fulfilment. Continue to Step 19. (Article 3A; Schedule A, Parts A–B; Schedule B, Part I; Annexure 4, sections 5.10, 5.17 and 5.18, as applicable.)	Do not activate this module on the basis of this step. Continue to Step 19.

Step	Scientist-facing question	If YES	If NO
19. Optional Project- Specific Module	Are additional jurisdictional, institutional, funder, community or project-specific requirements not addressed adequately by the preceding modules? Examples include export controls, device regulation, cybersecurity certification, publication review or specialised funder conditions. Example: A brain-computer interface project must comply with medical-device requirements, cybersecurity certification conditions and a funder obligation requiring public release of specified aggregate findings.	Activate the Optional Project-Specific Module. Specify requirements not adequately addressed by the other selected modules, including any outstanding implementation provisions identified at Step 7A. Identify the source of each requirement and how it relates to the other MDTAA provisions. Continue to Step 20. (Articles 4–5 and 18; Schedules A–D; relevant Annexures and SCC Annexes I–III, as applicable; Annexure 4, section 5.19.)	Do not activate this module. Continue to Step 20.
20. Contract ual Coordina tion and Precede nce Module	Will the MDTAA operate alongside other legal or governance instruments? Examples include Standard Contractual Clauses, a Data Use Agreement, repository terms, institutional agreements, cloud contracts or funder conditions. Example: The transfer is governed simultaneously by the MDTAA, European Union Standard Contractual Clauses, a repository-access agreement, an institutional Data Use Agreement and the recipient’s cloud-services contract.	Activate the Contractual Coordination and Precedence Module. Identify the other governing instruments, applicable mandatory requirements and the procedure for resolving inconsistencies. Record relevant expiry or termination dates and surviving permissions or obligations. Refer proposed retention, reuse, onward transfer or model persistence beyond those dates for review where required; do not presume that expiry automatically ends all downstream permissions or obligations. Proceed to Final Decision and Implementation. (Articles 3B, 18 and 19; Schedules A–D; SCC Annexes I–III, where incorporated; Annexure 4, sections 2.7 and 5.20.)	Record the basis for concluding that no additional governing instrument applies. Confirm that the MDTAA remains consistent with applicable mandatory law and institutional requirements. If another governing instrument is identified, revise this answer to “Yes”. Proceed to Final Decision and Implementation.

Step	Scientist-facing question	If YES	If NO
<i>Final Decision and Implementation: After completing Steps 1–20 Interpretive note: Selection of an MDTAA module does not establish that the underlying processing or transfer is lawful or that the resulting agreement is enforceable in every jurisdiction. Applicable mandatory law and authorised legal, regulatory, ethics, institutional and repository determinations continue to govern.</i>			
1. Compile and record	Compile the Baseline Governance Module and all additional modules selected. Record each selection, its trigger, the responsible party and the provisions implementing it. Complete the relevant schedules, annexures and project-specific fields.		
2. Check consistency	Check the selected provisions against Tables 6–8 and other applicable instruments. Resolve conflicting permissions or restrictions, particularly between Steps 8–9, 10–11 and 15–16. Return to the relevant assessment or selection step where clarification is required.		
3. Review and finalize	Obtain required legal, ethics, institutional, repository or regulatory review. Do not finalise or execute the MDTAA while mandatory review or another prerequisite remains unresolved. Record the approved agreement version and outstanding implementation conditions.		
4. Implement and reassess	Do not commence the relevant activity until required approvals and safeguards are in place. Reapply the affected assessments and module-selection steps when material changes alter the object, tier, purpose, recipients, jurisdictions, infrastructure, access arrangements or required safeguards.		

Neurodata Governance Toolkit, version 1.0 (October 2026). Governance decision support only; not legal advice.