

<b>FDP Reciprocal Data Transfer and Use Agreement (“Agreement”)</b>	
Party 1:	Party 2:
Party 1 Scientist Name: Email:	Party 2 Scientist Name: Email:
Party 1 Data Type:	Party 2 Data Type:
Agreement Term Start Date: End Date:	Project Title:

**Terms and Conditions**

- 1) The Parties shall provide the data set(s) described on Attachment 1 (the “Data”) to each other for the research purpose set forth in Attachment 1 (the “Project”). Each Party is a Providing Party when providing Data and a Receiving Party when receiving Data. Providing Party shall retain ownership of any rights it may have in the Data, and Receiving Party does not obtain any rights in the Data other than as set forth herein.
- 2) Receiving Party shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Receiving Party’s Scientist and Receiving Party’s faculty, employees, fellows, students, and agents (“Receiving Party Personnel”) and Third Party Personnel (as defined in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, “Authorized Persons”).
- 3) Except as authorized under this Agreement or otherwise required by law, Receiving Party agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of Providing Party. Receiving Party agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth in the applicable Attachment 2.
- 4) Receiving Party agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
- 5) The Parties are encouraged to make publicly available the results of the Project. Before either Party submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the other Party will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. The non-publishing Party may request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect proprietary information. The Parties will together make decisions on jointly authored publications. Authorship will be in accordance with academic and/or scholarly standards.
- 6) Receiving Party agrees to recognize the contribution of the Providing Party as the source of the Data in all written, visual, or oral public disclosures concerning Receiving Party’s research using the Data, as appropriate in accordance with scholarly standards and any specific format that has been indicated in Attachment 1.
- 7) Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 12, this Agreement shall expire as of the End Date set forth above. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party’s Authorized Official as set forth below. Upon expiration or early termination of this Agreement, Receiving Party shall follow the disposition instructions provided in Attachment 1, provided, however, that Receiving Party may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification.
- 8) EXCEPT AS PROVIDED BELOW OR PROHIBITED BY LAW, ANY DATA DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE PROVIDED “AS IS.” PROVIDING PARTY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Providing Party, to the best of its knowledge and belief, has the right and authority to provide the Data to Receiving Party for use in the Project.

9) Each Receiving Party shall be liable for damages, losses, claims, and demands which may arise from its use, storage, disclosure, or disposal of the Data except to the extent (a) prohibited by law and/or (b) caused by the negligence, willful misconduct, or violation of applicable privacy or security laws and regulations by the Providing Party. No indemnification for any damage, loss, claim, demand, or liability is intended or provided by either Party under this Agreement.

10) Neither Party shall use the other Party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other Party provided that any such statement shall accurately and appropriately describe the relationship of the Parties and shall not in any manner imply endorsement by the other Party whose name is being used.

11) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between the Parties regarding the transfer of the Data for the Project:

- I. Attachment 1: Project-specific Information
- II. Party 1 Attachment 2: Data-specific Terms and Conditions
- III. Party 2 Attachment 2: Data-specific Terms and Conditions
- IV. Attachment 3: Identification of Permitted Third Parties (if any)

In the event of any conflict between the obligations set forth in the applicable Attachment 2 and this Agreement, the obligations set forth in Attachment 2 shall prevail.

12) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly authorized representatives of both Parties.

13) The undersigned Authorized Officials of the Parties expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their institution.

By an Authorized Official of Party 1:

\_\_\_\_\_

Name: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

Contact Information for Formal Notices:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

By an Authorized Official of Party 2:

\_\_\_\_\_

Name: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

Contact Information for Formal Notices:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Attachment 1**  
Reciprocal Data Transfer and Use Agreement  
Project-specific Information

1. Description of Project:

2. Description of Party 1 Data:

3. Party 1 Disposition Requirements upon the termination or expiration of the Agreement

4. For Party 1, send Data to:  
Name:  
Email:  
Address:  
  
Phone:

5. Description of Party 2 Data:

6. Party 2 Disposition Requirements upon the termination or expiration of the Agreement

7. For Party 2, send Data to:

Name:

Email:

Address:

Phone:

**Attachment 3**  
Reciprocal Data Transfer and Use Agreement  
Identification of Permitted Third Parties (if any)

For all purposes of this Agreement, the definition of “Third Party Personnel” checked below will pertain:

“Third Party Personnel” means: None. No collaborators are permitted on the Project.

-OR-

“Third Party Personnel” means as set forth below and agreed upon between the Parties: