Data Transfer Agreement (DTA)

In response to the RECIPIENT's request for data **[insert description of data]** (DATA), the PROVIDER **[Insert Provider Name]** asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the PROVIDER **[Insert Provider Name]** transmits the DATA:

1. The above DATA is the property of the PROVIDER and is made available as a service to the research community.

2. THIS DATA SHALL NOT BE USED FOR COMMERCIAL OR OTHER PROFIT MAKING PURPOSES. Any and all commercial or profit making uses of this DATA require the RECIPIENT to obtain in advance an appropriate license or other written permission from the PROVIDER. Some examples of prohibited commercial or other profit making uses that are not permitted include, but are not limited to, developing algorithms, etc. **[recite other contemplated or desired limitation on use] for commercial profit making purposes without an appropriate license or written permission of PROVIDER.** .If the parties hereto decide, at some future date, to engage in a cooperative research project or program using the DATA (i.e., to for instance jointly develop algorithms), a formal Cooperative Research and Development Agreement (CRADA), or other research Agreement, must be negotiated and entered into between the parties.

3. The DATA will be used for research purposes only and use is restricted to the following Research Project:

4. The DATA will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the DATA to the PROVIDER.

5. Subject to Section 10, the RECIPIENT SCIENTIST cannot present the DATA or use the DATA for any public purpose including teaching or publication without the express written consent of the PROVIDER. The RECIPIENT SCIENTIST agrees to acknowledge the contribution of the PROVIDER in all written or oral public disclosures concerning RECIPIENT’s research using the DATA. RECIPIENT agrees to supply the PROVIDER with copies of public materials based on the use of the DATA. RECIPIENT grants PROVIDER a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the public materials for Federal purposes, and to authorize others to do so.

6. PROVIDER GIVES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED,

FORTHE MATERIAL/DATA, INCLUDING MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE.

Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the DATA.

7. The RECIPIENT agrees to use the DATA in compliance with all applicable statutes, regulations, and policies.

8. The DATA is provided at no cost.

9. The DATA has been collected from **[Mention source of data]**

10. All DATA provided by PROVIDER is deemed Confidential Information, except for DATA that:

* 1. have been published or otherwise publicly available at the time of disclosure to the RECIPIENT;
	2. were in the possession of or were readily available to the RECIPIENT without being subject to a confidentiality obligation from another source prior to the disclosure;
	3. have become publicly known, by publication or otherwise, not due to any unauthorized act of the RECIPIENT ;
	4. the RECIPIENT can demonstrate it developed independently, or acquired without reference to, or reliance upon, such Confidential Information; or
	5. are required to be disclosed by law, regulation, or court order.

Information deemed confidential under this Agreement shall be clearly marked "CONFIDENTIAL" by the PROVIDER and maintained in confidence by the RECIPIENT for a period of [one to five (1-5) years] from the RECIPIENT’S receipt of the Confidential Information.  Any Confidential Information that is orally disclosed must be reduced to writing and marked "CONFIDENTIAL" by the PROVIDER and such notice must be provided to the RECIPIENT within thirty (30) calendar days of the oral disclosure.

11. RECIPIENT shall meet with PROVIDER’S representative(s) to determine inventorship if an

invention should arise during RECIPIENT’S work with the DATA.

12. The provisions of this Agreement are to be deemed severable and the invalidity, illegality or

unenforceability of one or more of such provisions shall not affect the validity, legality or

enforceability of the remaining provisions.

13. This Agreement for the Transfer of Data shall be construed in accordance with United States

of America Federal Law as interpreted by the Federal Courts in the District of Columbia.

14 . This agreement is effective for a period of [one to five (1-5)] years from the date of final signature. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party.  In the event this Agreement is terminated, RECIPIENT shall promptly return to PROVIDER or, at PROVIDER'S option, destroy all copies of DATA.  Upon PROVIDER's request, RECIPIENT shall confirm in writing as to such destruction. Obligations under paragraphs 2, 4, 5, 6, 7, and 10 shall survive the termination of this agreement.

# SIGNATURES BEGIN ON THE NEXT PAGE

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

Recipient Scientist:

Recipient Organization:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_**

Signature of Authorized Official Date

Title of Authorized Official

Address all correspondence related to this agreement to:

**[insert address for notices]**

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**PROVIDER INFORMATION and AUTHORIZED SIGNATURE**

Provider Scientist:

Provider Organization:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_**

Signature of Authorized Official Date

Title of Authorized Official

Address all correspondence related to this agreement to :

**[insert address for notices]**