DATA SHARING AGREEMENT

BETWEEN

UNITED STATES MILITARY ACADEMY,

AND

XXXXX

The UNITED STATES MILITARY ACADEMY (USMA), possesses certain information that is consider proprietary, privileged, and confidential (Data). USMA intends to disclose such information to XXXXX (Recipient) under the terms of this Agreement for the purpose of ________________________________.

In consideration for receiving such Data and Information, Recipient agrees to use such Data and Information strictly in accordance with this Agreement:

Section 1. [Describe research project/purpose of disclosure]

Section 2. The Parties agree as follows:

2.1. USMA, specifically XXX, shall provide the Data to Recipient for the Project described above. USMA shall retain ownership of any rights it may have in the Data. Recipient does not obtain any rights in the Data other than as set forth herein.

2.2. Recipient shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by those listed in the research protocol that have a need to use the Data in connection with the Project. Recipient agrees to use the Data in compliance with all applicable laws, rules, regulations and the research protocol or determination document, as well as all professional standards applicable to such research.

2.3. Any information or Data provided should not be used or disclosed to third parties for any purpose other than permitted by this Agreement. Recipient agrees to retain control over and shall not disclose, release, sell, rent, lease, loan or otherwise grant access to the Data to any third party, without the prior written consent of USMA. Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data. Nothing shall preclude the Parties from disclosing Information required to comply with applicable laws or regulations, or by order of a court or other body of competent jurisdiction.

2.4. Recipient shall submit all papers or other publications which publicly disclose information about the results of the Project. All communications must be reviewed by USMA’s Public Affairs Office prior to release. USMA will have thirty (30) days from receipt to review proposed publication. USMA may request in writing that the proposed publication be delayed for up to thirty (30) additional days as necessary to protect private or proprietary information.

2.5. Upon the completion of the Project or termination of this agreement the Data provided by USMA shall be [insert how data is supposed to be destroyed/returned, this should match the research protocol]. Recipient may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements under any law.

2.6 USMA makes no express or implied warranty as to the conditions of the Data provided under this AGREEMENT, or the ownership, merchantability, or fitness for a particular purpose, technical feasibility, or freedom from infringement of intellectual property rights of the data.
2.7 Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. USMA will not be liable for any loss, claim or demand made by Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient.

Section 3. Neither Party shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news releases without the prior written approval of an authorized representative of that party, except for the resulting research publication. The Parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is subject to this Agreement.

Section 4. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this project and supersedes all prior and collateral communications and understandings.

Section 5. No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both parties.

Section 6. Neither party may transfer or assign any rights or obligations under this Agreement without written consent of the other party.

Section 7. This Agreement may not be construed as a Teaming, Joint Venture or other such arrangement. The parties expressly agree that this Agreement is for the purpose of exchanging information and facilitating research. Any other purpose or arrangement must be by separate written agreement between the parties.

Section 8. This Agreement expires XXXXX.

Section 9. The Parties may elect to terminate this Agreement at any time by mutual consent. Either Party may unilaterally terminate this Agreement at any time by giving the other Party written notice, not less than thirty (30) days prior to the desired termination date.

ACCEPTED AND AGREED

**Army Activity/Recipient**

United States Military Academy
RANK FIRST/LAST NAME
Head, Department of DISCIPLINE
646 Swift Road
West Point, NY 10996

**Collaborator**

ENTITY NAME
APPROVING AUTHORITY
TITLE
STREET ADDRESS
CITY, STATE ZIP