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| FDP Data Transfer and Use Agreement (“Agreement”) |
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| Provider: Provider Scientist Name: | Recipient: |
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- 7) Recipient agrees to recognize the contribution of the Provider as the source of the Data in all written, visual, or oral public disclosures concerning Recipient's research using the Data, as appropriate in accordance with scholarly standards and any specific format that has been indicated in Attachment 1.
- 8) Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, 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, Recipient shall follow the disposition instructions provided in Attachment 1, provided, however, that Recipient 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.
- 9) Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." PROVIDER 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, Provider, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use in the Project.
- 10) 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. The Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.
- 11) 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 writttenc pathout 6.6(he 6(f))TJ

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14) The undersigned Authorized Officials of Provider and Recipient 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 Provider:

_____ BBBBBBBBBB _____
Date

Name:

Title:

Contact Information for Forma O 1 R W L F H V

Name:

Address:

Email:

Phone:

By an Authorized Official of Recipient:

_____ BBBBB _____ _____
Date

Name:

Title:

Contact Information for Formal 1 R W L F H V

Name:

Address:

Email:

Phone:

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1. Description of Data:

2. Description of Project:

3. Provider Support and Data Transmission:

Provider shall transmit the Data to Recipient: (select one) Electronically or by mail to:

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| Name: | |
| Address: | |
| Email: | |
| Phone: | |

Upon execution of this Agreement, Provider shall send any specific instructions necessary to FRPSOWHWH D QM/KH WDW KFR Q VSDHFWRLQ DVE RGL Q RWO U H D G \ L Q F O X G I O Q / K L N F W L S V Q W D F K P H Q W

4. Reimbursement of Costs:

None

As governed by a separate written agreement between the parties wri50048TT2 12 Tf 0 Tc -61EM

