**Data Sharing Agreement** (the “Agreement”)

Between

Trustees of Tufts College

And

COLLABORATOR

Effective as of DATE (the “Effective Date”)

 In consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

Article I

Definitions

 As used in this Agreement, the following terms shall have the following meanings:

* 1. COLLABORATOR: COLLABORATOR, a non-profit educational corporation having its principal place of business located at [Please fill in address]
	2. COLLABORATOR DATA: information supplied or generated by or on behalf of COLLABORATOR and identified in Appendix A, together with any related know-how supplied by COLLABORATOR.
	3. DATA: either COLLABORATOR DATA or TUFTS DATA, as appropriate.
	4. JOINT DATA: information generated jointly by TUFTS and COLLABORATOR pursuant to the PURPOSE, including information generated solely by COLLABORATOR which could not have been produced but for the use of TUFTS DATA and information generated solely by TUFTS which could not have been produced but for the use of COLLABORATOR DATA.
	5. PURPOSE: the purpose for which information and data will be shared under this agreement, as summarized in Appendix B.
	6. TUFTS: Trustees of Tufts College, a.k.a. Tufts University, a non-profit educational corporation having its principal place of business located at 136 Harrison Ave, Boston, MA 02111.
	7. TUFTS DATA: the information supplied or generated by or on behalf of TUFTS and identified in Appendix A, together with any related know-how supplied by TUFTS.

Article II

Data Sharing

2.1 COLLABORATOR and TUFTS (individually “Party”; collectively “Parties”), each a disclosing or receiving Party, as appropriate, desire to share DATA with each other pursuant to the PURPOSE. This Agreement establishes ownership and governs the use of said DATA prior to publication or other public disclosure as provided herein.

2.2 Data sent to TUFTS shall be directed to the attention of TUFTS PI (“TUFTS Investigator”), or such other representative as TUFTS shall designate in writing. Data sent to COLLABORATOR shall be directed to the attention of COLLABORATOR PI (“COLLABORATOR Investigator”), or such other representative as COLLABORATOR shall designate in writing.

2.3 TUFTS DATA, including any such information or data commissioned by TUFTS, shall remain the sole and exclusive property of TUFTS. COLLABORATOR DATA, including any such information or data commissioned by COLLABORATOR, shall remain the sole and exclusive property of COLLABORATOR. Each Party shall own and retain all right, title and interest in and to its DATA and may use or distribute its own DATA freely for any purpose. Each Party shall have no rights in or license to the other Party’s DATA other than as provided in this Agreement.

2.4 JOINT DATA shall be jointly owned between the Parties. Any JOINT DATA shall be promptly shared between the Parties.

2.5 The Parties agree to use reasonable efforts, no less than the protection given their own confidential information, to keep the DATA of the other Party confidential. Each Party agrees not to give or make available any portion(s) of the other Party’s DATA, including any such DATA contained or incorporated in any JOINT DATA, to any third party without the prior written consent of the other Party.

2.6 Each Party shall use the other’s DATA solely for not-for-profit research and teaching as specified in the PURPOSE. Neither Party shall use the other’s DATA for any purpose other than the PURPOSE. Each Party shall restrict access to the other’s DATA to those personnel and agents of each Party who are informed of and agree to abide by the same obligations agreed to by the Parties herein and who require access to such DATA for the PURPOSE.

2.7 The Parties shall comply in all material respects with all applicable Federal, state and local laws and regulations regarding the privacy of individually identifiable health information (including its collection, use, storage, and disclosure), including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Federal Policy for the Protection of Human Subjects and any other applicable regulations. Each Party will use all reasonable efforts to protect the privacy and security of individually identifiable subject data. With respect to de-identified subject data, neither Party will attempt to identify the subject or contact any subject. No other provision in this Agreement shall be construed to override the provisions of this paragraph.

Article III

Publication

3.1 It is the goal of the Parties to publish research results in collaboration. Authorship of any and all publications shall be determined according to academic and scientific convention. Neither Party may publish the other Party’s DATA without the prior written permission of the other Party. The Parties agree to exchange manuscripts of any proposed publications thirty (30) days prior to submission for publication to allow each other to comment and to determine if co-authorship exists. The GDD reserves the right to nominate GDD Core Team members and Corresponding Members as co-authors on any publication that is based upon data that were collected by the GDD, as appropriate.

Article IV

Confidentiality

4.1 The obligations of confidentiality shall not apply to any DATA which the receiving Party can demonstrate by written record (but only to the extent that such disclosure will not violate any applicable law): (i) is publicly available prior to the Effective Date of this Agreement or becomes publicly available thereafter through no wrongful act of the receiving Party; (ii) was known to the receiving Party prior to the date of disclosure or becomes known to the receiving Party thereafter from a third party having an apparent bona fide right to disclose such DATA; (iii) is disclosed by the receiving Party in accordance with the terms of the other Party’s prior written approval; (iv) is independently developed by an employee of the receiving Party with no knowledge of the DATA; or, (v) the receiving Party is obligated to produce pursuant to a requirement of applicable law or an order of a court of competent jurisdiction, provided that the receiving Party (A) promptly notifies the disclosing Party and (B) cooperates reasonably with the disclosing Party’s efforts to contest or limit the scope of such disclosure.

4.2 The obligations of confidentiality for each portion of DATA shall expire five (5) years from the date such DATA is shared provided, however, that any individually identifiable health information shall be kept confidential in perpetuity.

4.3 Each Party shall notify the other Party of any disclosure not authorized hereunder of which it becomes aware. In such situations, the breaching Party shall take reasonable steps to prevent any further disclosure or unauthorized use.

Article V

Term and Termination

5.1 The term of this Agreement shall extend until completion of the PURPOSE, unless extended or sooner terminated as provided herein.

5.2 The term of this Agreement may be extended by mutual agreement of the parties.

5.3 Either Party may terminate this Agreement at any time with or without cause upon thirty (30) days’ prior written notice to the other Party.

5.4 Upon termination pursuant to Section 5.3, whether by TUFTS or by COLLABORATOR, each Party shall cease use of the other’s DATA and shall, upon request, return or destroy (at the providing Party’s option) all of the other Party’s DATA.

5.5 Sections 2.3, 2.4, 2.5, 2.6, 2.7, 3.1, 4.1, 4.2, 4.3, 5.4, 5.5, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6 and 6.7 of this Agreement shall survive termination.

Article VI

General

6.1 Each Party is responsible for its own negligence or willful misconduct. Each Party shall hold the other harmless from any claims or liabilities resulting from its negligence or willful misconduct or that of its officers, employees or agents arising out of or otherwise related to this Agreement.

6.2 THE PARTIES EXPRESSLY DISCLAIM ANY AND ALL IMPLIED OR EXPRESS WARRANTIES AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE DATA SUPPLIED PURSUANT TO THIS AGREEMENT. Further neither COLLABORATOR nor TUFTS has made any investigation and makes no representation that the DATA are free from liability for patent infringement.

6.3 Neither Party shall issue publicity releases in connection with work performed under this Agreement, nor use the name of the other in connection with any products, promotions or advertising without the prior written approval of the other, except that the Partiesmay issue press releases factually describing their relationship as required by law or regulation.

6.4 This Agreement and the performance of the Parties hereunder shall be governed and construed in accordance with the laws of Massachusetts, excluding that state’s choice-of-law principles. The Parties agree that the state and federal courts located in eastern Massachusetts shall have the exclusive jurisdiction over any dispute that is litigated.

6.5 This Agreement shall not be assignable by either Party without the prior written consent of the other Party. Any and all assignments not made in accordance with this Article shall be void.

6.6 Should a court of competent jurisdiction later hold any provision of this Agreement to be invalid, illegal, or unenforceable, and such holding is not reversed on appeal, it shall be considered severed from this Agreement. All other provisions, rights and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intention of the parties.

6.7 This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copies, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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| --- | --- | --- |
| Tufts University  |  | COLLABORATOR |
| SignatureLarry Steranka |  | Signature |
| NameSr. Director, Tech Transfer |  | Name |
| Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date |  | Date |

Appendix A

TUFTS DATA

1. Imputed data (means, uncertainly intervals) from the Global Dietary Database (GDD) on fruits, vegetables, nuts, whole grains, red meats, processed meats, milks, sugar-sweetened beverages, polyunsaturated fatty acids, seafood omega 3 fatty acids, trans fatty acids, fiber, sodium, and calcium globally, in all 187 countries and 21 regions, and further by age, sex, and time.

COLLABORATOR DATA

1. Analysis of the TUFTS DATA, if applicable.

Appendix B

Purpose

[Please insert a description of the research plan here.]