

# New York State Wildlife Health Program (WHP)

## DATA USE AGREEMENT

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

*Requestor (name, affiliation, title, and address)*

and

*Provider (name, affiliation, title, and address)*

This is an Agreement for the following specifically identified Data, hereinafter “Data,” broadly defined to include any numerical, descriptive, narrative, pictorial, biological, or environmental information or physical specimens and samples in raw or processed form. The Provider, New York State Wildlife Health Program (WHP), will provide requested Data to the Recipient for use in an approved wildlife health research project.

Data is/are released by each party to the other under the following conditions:

1. Data shall only be used for research or test development purposes. Data shall not be used for commercial or profit-making purposes without an appropriate license or other permission from the Provider.
2. Data shall not be transferred in whole or in part by Recipients to any other party without express written consent of the Provider. Refer any third parties directly to the Provider.
3. Recipient shall keep Provider informed of the results obtained through Recipient’s use of the Data and shall provide written progress updates upon request. Prior to dissemination, submission for publication, or release, the Recipient should discuss acknowledgment or co-authorship with the Provider. Copies of all manuscripts, reports, abstracts, presentations, or press releases that describe the work with the Data should be submitted to the Provider.
5. Recipient shall comply with all laws, regulations, and/or guidelines applying to the use of the Data and to assume sole and separate responsibility for any claims or liabilities.
6. Provider gives no warranties or guarantees, express or implied, for the Data, including fitness for a particular purpose.
7. Upon completion, the Data shall be returned, destroyed, or otherwise disposed of as directed by the provider.
8. If the parties decide to engage in a cooperative research and development project or program using the Data at some future date, a formal agreement shall supersede this Data Use Agreement.

9. Uses of Data provided under this agreement and research methods will generally follow good data practices for security, access control, and privacy.

This Data Use Agreement shall become effective upon the date of final signature and shall continue in effect for a period not to exceed five (5) years. At the end of this period, remaining unused Data shall be returned, destroyed, or otherwise disposed of as instructed by the provider.

***Accepted for***

The New York State Wildlife Health Program

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

Location (Ithaca/Delmar): \_\_\_\_\_

Signature: \_\_\_\_\_

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

***Accepted for***

Requestor (*name, affiliation, title, and address*)

☐ *I have reviewed and agree to the Terms & Conditions required for WHP data use*

Signature: \_\_\_\_\_

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