

# Data Use Agreement

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This **Data Use Agreement** ("**Agreement**") is entered into as of \_\_\_\_\_, by and between the parties below:

**Disclosing Party**

**Receiving Party**

Disclosing Party and Receiving Party may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

**WHEREAS**, Disclosing Party controls certain data and information that it is willing to make available to Receiving Party for a limited and defined purpose; and

**WHEREAS**, Receiving Party wishes to access and use such data solely in accordance with the terms and restrictions set out in this Agreement;

**NOW, THEREFORE**, the Parties agree as follows:

## 1. Purpose and Scope

The purpose of this Agreement is to define the conditions under which Receiving Party may access, use, store, and otherwise process the data provided by Disclosing Party. The data may be used only for the specific purpose described in this Agreement and not for any other purpose.

## 2. Definition of Data

For the purposes of this Agreement, "**Data**" means all datasets, files, records, information, or materials disclosed or made available by Disclosing Party to Receiving Party, whether in electronic, written, visual, or other form, including any copies or derivatives thereof.

### **3. Permitted Use**

Receiving Party may use the Data solely for the following purpose(s):

Receiving Party shall not use the Data for any purpose that is outside the scope of this Agreement or inconsistent with the stated purpose.

### **4. Prohibited Use**

Receiving Party shall not:

- Use the Data for any unlawful, deceptive, or misleading purpose.
- Sell, license, lease, disclose, or otherwise make the Data available to any third party, except as expressly permitted under this Agreement.
- Attempt to re-identify individuals if the Data is provided in anonymized or aggregated form.
- Combine the Data with other datasets in a manner that expands its use beyond the permitted purpose.

### **5. Data Access and Disclosure**

Access to the Data shall be limited to employees, contractors, or agents of Receiving Party who have a legitimate need to know the Data for the permitted purpose and who are bound by confidentiality obligations no less protective than those in this Agreement.

Receiving Party remains fully responsible for any use or disclosure of the Data by its authorized personnel.

### **6. Data Security**

Receiving Party shall implement and maintain reasonable administrative, technical, and organizational safeguards designed to protect the Data against unauthorized access, loss, misuse, alteration, or disclosure. Such safeguards shall be appropriate to the nature and sensitivity of the Data.

## 7. Confidentiality

The Data constitutes confidential information of Disclosing Party unless expressly stated otherwise in writing. Receiving Party shall keep the Data confidential and shall not disclose it except as permitted under this Agreement or required by applicable law.

If disclosure is required by law, Receiving Party shall, to the extent legally permitted, provide prompt notice to Disclosing Party before making such disclosure.

## 8. Data Accuracy and No Warranty

The Data is provided "as is." Disclosing Party makes no representations or warranties regarding the accuracy, completeness, reliability, or fitness of the Data for any particular purpose. Receiving Party assumes all responsibility for its use of the Data.

## 9. Ownership and Intellectual Property

All right, title, and interest in and to the Data remain with Disclosing Party. No license or ownership rights are granted to Receiving Party except the limited right to use the Data as expressly stated in this Agreement.

## 10. Term and Termination

This Agreement begins on the Effective Date and continues until \_\_\_\_\_, unless terminated earlier.

Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within \_\_\_\_\_ days after receiving written notice.

## 11. Effect of Termination

Upon termination or expiration of this Agreement, Receiving Party shall promptly cease all use of the Data and, at Disclosing Party's election, either return or securely destroy all copies of the Data in its possession or control, and confirm such return or destruction in writing.

## 12. Compliance With Laws

Upon termination or expiration of this Agreement, Receiving Party shall promptly cease all use of the Data and, at Disclosing Party's election, either return or securely destroy all copies of the Data in its possession or control, and confirm such return or destruction in writing.

### 13. Limitation of Liability

To the extent permitted by law, neither Party shall be liable to the other for indirect, incidental, or consequential damages arising out of or relating to this Agreement.

### 14. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_, without regard to conflict of law principles. Any disputes arising under this Agreement shall be resolved in the courts located in \_\_\_\_\_, unless the Parties agree otherwise in writing.

### 15. Amendments

Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both Parties.

### 16. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter described herein and supersedes all prior or contemporaneous agreements, discussions, or representations relating to the Data.

### 17. Assignment

Receiving Party may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Disclosing Party.

**IN WITNESS WHEREOF**, the Parties have executed this Data Use Agreement as of the Effective Date first written above.

**Disclosing Party**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Receiving Party**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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