**Montclair State University**

**Data Transfer and Usage Agreement (DTUA)**

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| **MSU PI Name:** |  | **Recipient Name:** |  |
| MSU PI Email: |  | Recipient Email: |  |
| **Relevant Committee** (e.g., IRB/IACUC) ID#s: |  | Agreement Term | Start Date: End Date: |

**Project Title:**

**Sponsoring Agency and Project ID #:**

This document outlines the terms of the transfer of the data of Dr. MSU PI (PROVIDER) comprising TYPES OF DATA (video recordings, audio, etc.,) at Montclair State University to Dr. RECIPIENT PI (RECIPIENT) on behalf of RECIPIENT INSTITUTION.

**Period of agreement:** *(Include end date)*

1. Provider shall provide the data set as described in this DTUA to Recipient for the research purpose set forth in this document. Provider shall retain ownership of any rights it may have in the Data, and Recipient does not obtain any rights in the Data other than as set forth herein.
2. Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
3. Except as provided below or prohibited by law, any Data delivered pursuant to this DTUA 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 outlined below.
4. 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 DTUA for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.
5. Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over the Data 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 Provider. Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data.
6. No modification or waiver of this DTUA shall be valid unless in writing and executed by duly-authorized representations of both parties.

**Description of Data types:** *(e.g., video recordings, audio, survey results, etc. Will the recipient have access to identified or de-identified data? Is the data collected from human subjects [what kind of population] or animal subjects [what species]? What is the number of subjects and/or experiments included? What is the name of the study that the data was gathered under?)*

**Project description and research questions:** *(Describe the project and hypotheses, if applicable. Specify whether the recipient is using the data for other research questions or projects.)*

**Procedure for data handling at conclusion of agreement:** *(How will the data be relinquished or destroyed? How will this be confirmed by the recipient [e.g., confirmed by email to PI]?)*

**Use of data during agreement:**

Methods of analyses: *(e.g., statistical analysis, etc. Is the recipient permitted to link the
Data with other data sets? If yes, be sure to address stipulations for linked data sets for data handling at the conclusion of agreement above).*

Procedure for publications: *(Will the MSU PI review all manuscripts concerning the data before they are submitted for publication? If so, how many days will they have to review abstracts or manuscripts?)* In all publications resulting from this work,
Recipient Investigator will acknowledge the Provider as follows: This material is based upon work developed by PI at Montclair State University and supported by XXX Grant. Any opinions and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the official opinion of Montclair State University or XXX Grant Recipient is encouraged to make publicly available the results of the Project, and is required to communicate to Provider all publications and/or research results made public. *Template language example:* Before Recipient submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the Provider will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. Provider may request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect proprietary information.

 Procedure for sharing data: *(Will the recipient be able to share, sell, or otherwise
 distribute the data or findings without the consent of the MSU PI? Will the MSU PI
 receive a copy of all findings and statistical analyses conducted at the recipient
 organization? Who is authorized to view this data at Recipient University?)*

Storage and security of data: *Template language example:* Recipient Investigator will store these electronic data files in a secure place, i.e, on a password-protected personal computer or password-protected server space that is allocated for his/her sole use.

**Future use of data:** *(Can the recipient use the data in the future for different projects? Describe the process for potential publications for research projects/questions not discussed in this DTUA).*

**Method of transfer:** *(Describe how the recipient organization will receive the data, e.g., electronically, on a device, etc. Will it be encrypted? If recipient finds error in data set, how will errors be resolved and will a repeat transfer be required?)*

The parties acknowledge and agree that interactions between U.S. nationals and non-U.S. nationals might be subject to U.S. laws and regulations controlling the transfer or sharing of information or technical data, computer software, and other commodities (“Technology”), as defined and restricted by the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and through the sanctions and embargoes established through the Office of Foreign Asset Control (“Export Control Laws”). Accordingly, the recipient warrants and represents that none of the activities and obligation undertaken pursuant to this Agreement shall require either party to obtain a license under Export Control Laws or to take or fail to take any action that would cause a violation of any of the Export Control Laws. If any of the activities to be undertaken pursuant to this Agreement require, in the sole judgment and discretion of MSU, a license or other authorization from any agency or authority of the U.S. Government, the recipient shall not re-export, transfer or otherwise share such Technology to foreign nationals or destinations without the prior approval of the U.S. Government, and recipient agrees that no such activity shall be required or performed unless and until such license is obtained. The parties agree to cooperate with each other in order to facilitate compliance with any applicable requirements of the Export Control Regulations.

This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of New Jersey by the Superior Court of New Jersey without regard to choice of law principles. The parties agree that prior to enforcing this Agreement in a court of law, they shall endeavor to resolve the issue, and shall discuss a resolution in good faith. The parties shall only enforce this Agreement in a court of law when such endeavors are unsuccessful after reasonable attempts for resolution.

Montclair State University reserves the right to terminate this agreement if the above conditions are violated or if the termination is in the best interests of the program project’s research goals.

Notice of such termination will be given in writing with 90 days’ notice to return the data. Recipient Institution agrees to waive all claims which may be brought against MSU, the State of New Jersey, and their employees, trustees and agents that rise from the use, storage, or disposal of the Data. Except as may be limited by state law governing Recipient Institution, Recipient Institution agreed to defend and indemnify MSU, the State of New Jersey, and their employees or agents from all claims asserted by any third party and any damages and recoveries resulting therefrom arising from the use, storage, or disposal of the Data by the Recipient and Recipient Institution.

The undersigned authorities of MSU and Recipient University 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.

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| 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. |
| Signatory Authority for Recipient University, Title |  | Ted Russo, Director, Office of Research and Sponsored Programs  |  |
| Date: |  | Date: |  |
| Point of Contact: Name: Email:Phone #: |  | Point of Contact: Name: Email: Phone #: |  |
| READ AND UNDERSTOOD |
| External Researcher, Recipient Organization  |  | MSU PI, Montclair State University Signature |  |
| Date: |  | Date: |  |