

**SAMPLE DATA LICENSING AGREEMENT FOR RESEARCH  
BETWEEN  
AN ASSOCIATION AND A RESEARCH INSTITUTION**

THIS DATA LICENSING AGREEMENT FOR RESEARCH (“Agreement”) is entered into as of the date of the last signature of this Agreement (“Effective Date”) between [REDACTED] (“Association”) and [REDACTED] (“Institution”) for the purpose of the provision and use of Association data for research.

The parties agree as follows:

**Use of Data by the Institution**

1. The Association agrees to provide the data set described in Exhibit A (the “Data”) to Institution for the research purpose set forth in Exhibit A (the “Research”). Association shall retain ownership of any rights it may have in the Data, and Institution does not obtain any rights in the Data other than as set forth herein.
2. Institution shall not use the Data except as authorized under this Agreement. Institution agrees that the Data may be used only for the Research, that the Data may be accessed only by the parties involved in the Research at the Institution, and that the Data will not be shared or transferred to any other researcher, or any third-party person or organization, or posted in a public forum, including, but not limited to, the internet or a poster presentation, without express written permission of Association. For the avoidance of doubt, this means that Institution will not expose the Data to generative artificial intelligence programs, large language models, training datasets, or other tools that incorporate the Data without appropriate limitations on use and without the ability to purge the Data, including its derivatives, from the tool at the end of the term of this Agreement.
3. Institution agrees that it shall reasonably safeguard the confidentiality and security of the Data including, but not limited, to adhering to its institutional data security policies for the protection of research data.
4. Institution will not, and will not attempt to, identify, re-identify, or deduce the identity of any specific individuals or institutions in any Data that has been provided under this Agreement in de-identified or aggregate form.
5. Institution agrees to conduct the Research in an ethical manner consistent with its own institutional research policies, requirements, or guidance of any applicable institutional review board, and general principles for the ethical conduct of research.
6. If Institution is required by Exhibit A to submit progress reports, the progress reports must include:
  - (a) An accurate list of members of the Research Team;
  - (b) A summary of what, if any, violations of the use, confidentiality, or security provisions of the agreement have occurred (such as individuals not part of the Research Team accessing the Data);
  - (c) A summary of progress to date on the Research including anticipated publication submission(s);
  - (d) A summary of anticipated progress in the coming quarter; and
  - (e) Proposals, if any, to modify or extend the scope of the Research (all Association approved proposals must be ratified in an amendment to this Agreement).

## **Acknowledgements and Publications**

7. Institution may not use the Association name, logo, or brand without specific written authorization from Association, except that all publications and presentations that use the Data provided under this Agreement must contain the following (or equivalent) acknowledgement and disclaimer:

*“This material is based upon data provided by the \_\_\_\_\_ (“Association”). The views expressed herein are those of the authors and do not necessarily reflect the position or policy of the Association.”*

8. Institution must receive prior written approval from the Association Data Contact before listing any Association staff member as an author. Any acknowledgement should state, where appropriate, that the conclusions expressed are solely those of the author(s).
9. No less than thirty (30) days before completing work on any publication based on or incorporating the Data in the Research, the Institution shall consult with and share a draft with the Association Data Contact regarding issues related to: interpretation of the Data, faulty interpretation, incomplete understanding of the Data, Data limitations, and assurance that no sensitive data identifying a person or institution have been revealed. Nothing in this review and consultation, however, shall be construed to restrict the right of the Institution to publish its interpretations and conclusions based upon the Data as it sees fit. Within one month after completion of any publication or report based upon or incorporating the Data, the Institution Data Contact shall forward to the Association Data Contact a copy of such publication or report for Association files.

## **Term, Termination, and Fees**

10. This Agreement is effective from the date of last signature for the term stated in Exhibit A. Institution or Association may terminate the Agreement for any reason with thirty (30) calendar days written notice to the other party. Data may not be used by Institution beyond the agreement expiration or termination date, except with the mutual written agreement of the parties. Institution will follow the data disposition terms in Exhibit A.
11. Institution shall pay the fee stated in Exhibit A to Association for the provision of the Data under this Agreement. The Association will invoice (Net30) at the time of delivery of the Data.

## **No Warranty and Responsibility for Liability**

12. THE ASSOCIATION PROVIDES THESE DATA “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR AS TO COMPLETENESS OR ACCURACY OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT. INSTITUTION RELEASES THE ASSOCIATION FROM ANY AND ALL LIABILITY FOR INACCURATE OR INCOMPLETE INFORMATION. Notwithstanding the foregoing, Association, to the best of its knowledge and belief, has the right and authority to provide the Data to Institution for the Research.
13. Except to the extent prohibited by law, Institution assumes all liability for damages that may arise from its use, storage, disclosure, or disposal of the Data. The Association will not be liable to the Institution for any loss, claim, or demand made by the Institution, or made against the Institution by any other party, due to or arising from the use of the Data by the Institution, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Association. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

**General Terms and Conditions**

- 14. Neither party shall be responsible for any resulting loss if the fulfillment of any of the terms of this Agreement is delayed, compromised, or prevented by riot, war, national emergency, flood, fire, act of God, pandemics or epidemics, statutory or regulatory enactment, or any other cause not within the control of the party whose performance is interfered; provided that, said party takes all reasonable steps to accommodate and to prevent a delay or failure to perform.
- 15. Neither party may assign nor transfer its obligations or interest in this agreement without the express written Agreement of the other party.
- 16. Any rights or obligations contained herein that by their nature should survive termination or expiration of this agreement shall survive including, but not limited to, confidentiality, liability, limitation of liability, acknowledgments, and restrictions on data use and transfer.
- 17. Any term or provision of this Agreement that is found to be invalid or unenforceable by a court having jurisdiction will be deemed to be restated to reflect, as nearly as possible, the original intentions of the parties in accordance with applicable law, and the remainder of the Agreement will remain in full force and effect.
- 18. By signing this Agreement, each of the parties is bound to the terms and conditions set forth herein and represents and warrants that the undersigned has the legal power, right, and actual authority to sign this Agreement and bind that party to the terms and condition herein.

**Signatures for Approval:**

**Institution**

**Association**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Acknowledgement by Institution Data Contact**

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

## Exhibit A

### 1. Title of Research Project

### 2. Description of Data (“Data”)

The data shall include the following variables (“Data”):

### 3. Description of Research (“Research”)

### 4. Research Team

The Research Team shall be defined as individual(s) at the Institution conducting the Research. The initial Research Team is comprised of the following individuals:

### 5. Transfer of Data

[Example] The data shall be provided in Excel format using Association-approved method of secure file transfer.

### 6. Data Contacts

#### Association Data Contact:

**Name:**  
**Title:**  
**Address:**  
**Email:**  
**Phone:**

#### Institution Data Contact:

**Name:**  
**Title:**  
**Address:**  
**Email:**  
**Phone:**

### 7. Progress Reports

The Institution Data Contact is required / not required to provide annual / quarterly / delete if not required progress reports.

### 8. Data Disposition

Within thirty (30) days of the termination or expiration of this Agreement, Institution shall destroy the original Association Data file and all copies and derivatives, in whole or in part, whether or not combined or integrated to another data set, in any form of the Data set provided by Association, except on mutual written agreement between Association.

[Option 1, more sensitive data] An archival copy of the Data set may be sent to Association along with the notice/certification of data destruction should the Data used be required for future publication verification.

[Option 2, less sensitive data] Institution may retain an archival copy of the Data for its recordkeeping purposes, subject to a reasonable retention period.

For the avoidance of doubt, the Data may not be used to complete the Research or to finalize publications after the end of the Agreement.

**9. Fee**

Institution shall pay [REDACTED] for the provision of Data under this Agreement.

**10. Term of the Agreement**

The Term of this Agreement is through [REDACTED].