

**CORNELL COLLEGE OF AGRICULTURE & LIFE SCIENCES
DATA ACCESS AND USE AGREEMENT (DUA)**

This Data Access and Use Agreement (the “DUA”) together with the Term sheet below, is entered into between the Parties identified below and their agreement is evidenced by authorized party signatures. In consideration of the mutual covenants and commitments contained herein, the parties hereby agree as follows:

The Terms and Conditions for DUA attached hereto as Exhibit A are incorporated herein by reference in their entirety (“Terms and Conditions”). Capitalized terms used in this DUA without definition shall have the meanings given to them in the Terms and Conditions. In addition to the signatures of each party identified in the signature blocks on Page 2, signature is also required from the Contact Person for the University.

The underlying project aims to enhance the accuracy of measuring methane (CH_4) production in cattle using the GreenFeed system, which has become the standard technology for this purpose. The project will develop science-based standard operating procedures for using and interpreting data from the GreenFeed system under different management conditions (“Project”). The Project involves the “Consortium” of five different research universities and organizations, sharing relevant DATA to advance their respective research efforts (*Cornell University, University of California Davis, Eidgenossische Technische Hochschule, University of Guelph, and the University of New England*).

Data to be Acquired or Collected: Methane (CH_4) emissions data from cattle; Experimental design (e.g., number of animals); Management data (e.g., feed intake, animal weight); and Analyze data (e.g., nutrient composition).

Data Collection Methods: Use existing research DATA from experiments using the GreenFeed system, respiration chamber, or sulphur hexafluoride (SF_6) tracer to measure CH_4 emissions; and Manual recording of management data. By entering into this DUA, the Organization expressly authorizes C-lock Inc. to transfer the GreenFeed workbooks associated with the relevant research DATA (GreenFeed data file reference) to the Consortium. All DATA shall be collected using the Data Entry Template designed and provided by the University after execution of the DUA and shall be submitted by Organization within the time period specified by the University.

Duration of the DATA Repository: The DATA repository will be maintained for the duration of the Project, which is expected to be 2 years. DATA may be used for an additional 2 years after the end of the Project, after which it will be destroyed, except for any portions expressly designated by the Organization for open source release

Intended use of DATA: DATA will be used solely for the purposes of the Project. This includes data analysis to develop science-based standard operating procedures and to support scientific publications by the Consortium regarding methane production measurement in cattle using the GreenFeed system under various management conditions, as well as comparisons between different measurement technologies.

Plans for Data at the End of the Project: DATA is to be shared among participating Consortium research institutions to advance science and the respective research of the relevant institutions. At the end of the project the DATA will be handled as detailed in Section 8.a.

Cornell University through its College of Agriculture & Life Sciences (CALS) Addr: 215 Garden Avenue, Ithaca, NY 14853 Phone: (607) 255-8711	
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For University – Principal Investigator Name: Miel Hostens Addr: Morrison Hall 273, Ithaca, NY 14853 Phone: (607) 255-7441 Email: miel.hostens@cornell.edu	
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<i>Effective Date</i>	Date of last signature
<i>Open Source Choice</i>	
<i>Authorship Choice</i>	

Name of Disclosing Party	

Name of Recipient	
Cornell University through its College of Agriculture & Life Sciences (CALS)	

This Agreement may be signed in separate counterparts, and facsimile and electronic signatures will be accepted as originals.

The Parties below represent and warrant they have the necessary authority to perform all actions necessary for the transfer of subject Data and to commit to the obligations set forth in this Agreement and its Terms and Conditions.

Cornell University
 through its **College of Agriculture & Life Sciences (CALS)**

By _____
 Name _____
 Title _____
 Date _____

Disclosing Party (“Organization”)

By _____
 Name _____
 Title _____
 Date _____

Acknowledgement of Principal Investigator:

By: _____
 Principal Investigator _____ Date _____

Exhibit A
TERMS AND CONDITIONS FOR
DATA USE AGREEMENT

These Terms and Conditions (“Terms and Conditions”) are attached to and incorporated into a Data Access and Use Agreement (“DUA”). All Section number references in these Terms and Conditions shall be references to provisions in these Terms and Conditions unless explicitly stated otherwise.

Background

The subject Project will enhance the accuracy of measuring methane (CH₄) production in cattle using the GreenFeed system, which has become the standard technology for this purpose. The Project will develop science-based standard operating procedures for using and interpreting data from the GreenFeed system under different management conditions. Contributing organizations and entities will contribute Data or Data Sets (“DATA”) supporting the Project and informing the analyses under a variety of management conditions.

The Disclosing Entity, Party or Individual (“Organization”) represents it has sufficient rights in its DATA to permit the DATA to be shared with Cornell University (“Cornell” or “University” or “Recipient”). Disclosing Organization agrees that any DATA shared with Cornell is assumed to be further shared with the other Consortium members for their research activity consistent with this DUA. Organization desires to make the DATA available to Cornell University for the Purposes set forth in this Agreement, and subject to the terms and conditions herein.

1. **Definitions.** Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have their common meaning.
2. **Preparation of the DATA.** Organization shall prepare and furnish to University the DATA in accord with this Agreement by completing the Data Entry Template provided by the University **within thirty (30) days** of receipt, and the stated purposes surrounding research and study. Organization shall disclose to University whether the underlying DATA requires de-identification regarding personally identifiable information in any manner.
3. **Ownership.** Organization retains ownership of DATA. Organization retains all rights to distribute the DATA to other commercial or non-commercial entities.
4. **Responsibilities of Organization.** Organization shall ensure a data reference is available for every data set by the time the Consortium publishes their analysis. Organization shall respond, in a timely manner, to any inquiries regarding its DATA submitted by members of the Consortium.
5. **Responsibilities of Recipient.** Recipient may use and disclose the DATA for its Research, specifically including the study described herein (“Study” or “Project” or “Research”). Recipient may use the DATA only in accordance with the purposes and procedures set forth in the Project.
Recipient agrees any disclosure of DATA is made subject to the privacy rights of the DATA subjects, if any, as applicable. University agrees to:
 - a) Use or disclose the DATA only as permitted by this Agreement;
 - b) Safeguard the DATA according to commercially reasonable administrative, physical and technical standards and such efforts shall be no less than the degree of care employed by University to preserve and safeguard its own confidential information;
 - c) Continually monitor its operations and take any action necessary to assure the DATA is safeguarded in accordance with the terms of this Agreement;

- d) Provide written notice to Organization of any material and unauthorized disclosure of the DATA to which it becomes aware that is not permitted by this Agreement or law;
- e) Require any of its subcontractors or agents that receive or have access to the DATA to agree to the same restrictions and conditions on the use and/or disclosure of the DATA that apply to Recipient under this Agreement; and
- f) Follow the terms of this Agreement *in addition to* any official policies and standards of University, or their functional equivalent. Any safeguards in this Agreement complement University policy and provide specific guidance for research and business practices, but do not preclude Recipient from adhering to applicable University policy.

6. Permitted Uses and Disclosures of the DATA.

- a) Recipient and Consortium members may use and/or share the DATA attendant to their Research activities.

7. Summary Reporting. University agrees to share a summary of research applicable to the DATA, if any.

8. Term and Termination.

- a) **Term.** Duration of the Repository: The data repository will be maintained for the duration of the Project, which is expected to be 2 years. At the end of the Project, DATA may be used for an additional 2 years, after which it will be destroyed, except for any portions expressly designated by the Organization for open source release.
- b) The term of this Agreement shall commence as of the Effective Date and shall continue for so long as University retains the DATA, unless sooner terminated as set forth in this Agreement.
- c) **Termination by University.** University may terminate this agreement at any time by notifying the Organization and returning or destroying the DATA.
- d) **Termination by Disclosing Entity.** Each Disclosing Entity may terminate this agreement at any time by providing thirty (30) days prior written notice to Recipient. However, such termination shall not affect the DATA in the custody of Recipient unless the retention is contrary to applicable law.
- e) **For Breach.** Recipient shall provide written notice to Organization within ten (10) days of any assertion that Recipient has breached a material term of this Agreement. Organization shall afford Recipient an opportunity to cure the alleged material breach(es) upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by Covered Entity.
- f) **Effect of Termination.** Sections 6, 7, 8(e) and 9 of this Agreement shall survive any termination of this Agreement under subsections 8(c) or 8(d).

9. Intellectual Property (IP). Nothing contained herein or in the access to or sharing of DATA is intended to assert rights to the pre-existing or background Intellectual Property of the other Party.

10. Miscellaneous.

- a) **Change in Law.** The parties agree to negotiate in good faith to amend this Agreement to comport with changes in federal law that materially alter either or both parties' obligations under this Agreement.

- b) Construction of Terms. The terms of this Agreement shall be construed to give effect to their common meaning and reconciled with the Agreement when read as an integrated document.
- c) No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e) Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.
- f) Other Provisions. The Agreement will be governed by the laws of the State of New York, without regard to choice of law principles. No amendment to the Agreement will be effective unless in writing and signed by the Parties. Neither the Agreement nor the rights and obligations of the Parties hereunder may be sold, assigned or otherwise transferred. If any provision of the Agreement is held to be unenforceable, all other provisions will continue in full force and effect. The Agreement supersedes any and all prior understandings or previous agreements between the Parties, oral or written, relating to the subject matter herein and constitutes the sole and complete agreement between the Parties related to the subject matter hereof. Any delay by a Party to enforce any right under the Agreement shall not act as a waiver of that right, nor as a waiver of the Party's ability to later assert that right relative to any particular factual situation. The Parties acknowledge that nothing in the Agreement shall constitute a waiver of sovereign immunity by Parties that are state agencies.
- g) Publications. The University, its faculty and the Consortium are free to publish and otherwise publicly disclose Results from its research and study. University agrees that if, and only if, Confidential Information has been shared by Organization, University will provide to Organization a confidential copy of any such proposed publication for its review, solely for the purpose of determining whether legitimate Confidential Information is present and requires redaction. Notwithstanding anything to the contrary herein, Organization agrees to allow Principal Investigator and Consortium to publish and disclose sufficient information regarding the DATA to enable the complete and accurate publication of Principal Investigator's Results. Authorship on all papers for publication shall be in accordance with customary and usual publication practice in the scientific community. Organization will be acknowledged as the source of the DATA in any publication that used the DATA. For the publication of the overall dataset only, Organization will be granted authorship – maximum two authors.

11. Payment by Cornell for the Data:

Organization elects NOT to be paid for the Data: ____

If Organization will be paid for the Data, the payment will occur separately, through the University's procurement system, as set forth herein:

For each study contributed, the Organization shall complete a separate Table (duplicated as needed for each associated study) showed below using the downloadable template, which will serve as the basis for data-quality verification and payment eligibility.

Payment to each Organization shall be based on the total number of studies contributed, as follows: Tier 1 (fewer than five (5) studies): USD 5,000 per Organization; Tier 2 (five (5) to ten (10) studies): USD 10,000

per Organization; Tier 3 (more than ten (10) studies): USD 20,000 per Organization. A single payment shall be issued by the University to each Organization only after all submitted DATA (within the time period specified by the University) has successfully passed data-quality verification and payment eligibility review.

Eligibility for payment requires, for each study submitted through the corresponding Data Entry Template [[link](#) for reference ONLY], the provision of all “Must Have Data” pre-checked or required in the corresponding Table(s) below, together with any additional complete datasets the Organization committed to provide as specified therein. If any study fails to include the required “Must Have Data” or any committed datasets, payment shall be reduced, reclassified to a lower tier, or disqualified, as determined by the University. For purposes of this Agreement, a “study” is defined as a distinct research experiment or dataset identified by a unique study number assigned by the Organization and approved by the University. Studies involving a comparison between GreenFeed and Respiration Chamber methodologies shall be counted as two (2) studies.

Please complete the tables below for all studies and upload them as a single file here:

Table 1 – Required Data Variables and Contributor Commitments [Please fill in the corresponding information and check the boxes for datasets that will be provided from this study. Please create a new table for each additional study and change the ‘study number’ respectively]

Study number ¹	1
Contact person (Data Manager)	
Contact email (Data Manager)	
Number of animals	
Study length (days)	
GreenFeed pellet components (for non-SF ₆ studies)	<input checked="" type="checkbox"/>
GreenFeed data file reference (for non-SF ₆ studies)	<input checked="" type="checkbox"/>
Animal characteristics	<input checked="" type="checkbox"/>
Experimental design	<input checked="" type="checkbox"/>
Average daily dry matter intake	<input checked="" type="checkbox"/>
Diet nutrient composition	<input checked="" type="checkbox"/>
Milk yield (if applicable)	<input checked="" type="checkbox"/>
Milk composition (if applicable)	<input checked="" type="checkbox"/>
Dry matter intake intraday	<input type="checkbox"/>
Feed components	<input type="checkbox"/>
Body weight	<input type="checkbox"/>
Diet digestibility	<input type="checkbox"/>
Nutrient digestibility	<input type="checkbox"/>
GreenFeed calibration	<input type="checkbox"/>
Respiration chamber settings (required for chamber vs GreenFeed studies)	<input type="checkbox"/>
Respiration chamber measurements (required for chamber vs GreenFeed studies)	<input type="checkbox"/>
SF ₆ settings (required for SF ₆ studies)	<input type="checkbox"/>
SF ₆ measurements (required for SF ₆ studies)	<input type="checkbox"/>

¹This number shall correspond to the study number assigned in the Data Entry Template provided to the Organization by the University upon execution of the Agreement.

[End of Terms and Conditions]