**The Marin Wildlife Picture Index Project (MWPIP)**

**and**

**[Insert name of External Institution/Agency]**

**Data Use Agreement**

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| **Entity requesting Data (AKA: Data Recipient)** |
| **Receiving Institution Name**: |
| **Data Recipient Name and Title**: |
| **Address**: |
| **Email**: |
| **Phone**: |
|  |
| **Entity Providing Data (AKA: Data Provider)** |
| **Providing Institution Name**: One Tam agencies involved with the Marin Wildlife Picture Index Project |
| **Contact Name and Title**: |
| **Address**: |
| **Email**: |
| **Phone**: |

**This Agreement applies to the following dataset**: Specify the dataset you want here:

This Agreement sets forth the terms and conditions pursuant to which the Data Provider will disclose the dataset to the Data Recipient for the following project for use by the following individuals:

**Title of Research Project***:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Detailed Description of Research project, analysis, and publication plan:**

**Researcher Names** In addition to the Data Recipient print below the associated individuals who are permitted to use the Data Set for purposes of the Research Project:

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

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

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

1. Data Recipient **agrees to not** **use or disclose the data set** (or any components) for any purpose other than as described for the Research Project or as Required by Law.
2. Data Recipient **agrees to use appropriate safeguards to prevent use or disclosure** of the Data Set (or components) other than as provided for by this Agreement.
3. Data Recipient **agrees to not disclose, transfer, transmit or distribute the data set to third parties** other than the named individuals in this agreement, without gaining prior consent from the Data Provider. If data is used or disclosed without permission, the Data Recipient agrees to report (within ten (10) days of discovery) to the MWPIP (specifically the Data Provider) any use or disclosure of the Data Set (or components) not provided for by this Agreement, including without limitation, any disclosure of the Data Set (or components) to an unauthorized subcontractor. Non-authorized use or disclosure may result in the immediate termination of the Agreement and return of all data, plus any materials and analyses developed by the Data Recipient that utilize the data to the Data Provider.
4. Data Recipient **agrees to seek and obtain written approval from Data Provider before publishing** in any form materials and analyses derived from the Project including, but not limited to, institutional or public presentations, publications, publicly available or shared digital media.
5. Data Recipient agrees not sell any products from the Project and will not use the photographic metadata outside the context of the Project listed above without first receiving written or emailed permission from the Data Provider.

1. Data Recipient **agrees to consider the dataset as both raw and sensitive** and will not do anything to violate the MWPIP Data Use Policy
2. Data Recipient will indemnify, defend and hold harmless the MWPIP and any Tamalpais Lands Collaborative affiliates’ trustees, officers, directors, employees and agents from and against any claim, cause of action, liability, damage, cost or expense (including without limitation, reasonable attorney’s fees and court costs) arising out of or in connection with any unauthorized or prohibited use or disclosure of the Data Set or any other breach of this Agreement by Data Recipient or any subcontractor, agent or person under Data Recipient’s control.

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| **Signatures** |  |
| Data Recipient | Data Provider |
| Printed Name: | Printed Name: |
| Signature: | Signature: |
| Date: | Date: |