Data and Information Disclosure Agreement

The Trustees of Columbia University In The City of New York (“RECIPIENT”) through its Recipient Scientist desire to access the proprietary data and related information provided by the PROVIDER indentified below (“DATA”), RECIPIENT agrees to the following before the RECIPIENT receives the DATA:

1. The above DATA is the property of the PROVIDER and is made available as a service to the research community.
2. THE DATA WILL NOT BE USED FOR TREATMENT OR DIAGNOSTIC PURPOSES INVOLVING HUMAN SUBJECTS**.**
3. The DATA will be used for teaching or not-for-profit research purposes only by Recipient Investigator. (“Research”).
4. The DATA will not be further distributed to others without the PROVIDER's written consent.
5. The RECIPIENT agrees to use the DATA in compliance with all applicable statutes and regulations.
6. Except as expressly provided in this Agreement, no rights are provided to RECIPIENT under any patent applications, copyright, trade secrets or other proprietary rights of PROVIDER.
7. ANY AND ALL DATA IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER MAKES NO REPRESENTATIONS THAT THE USE OF THE RESEARCH MATERIAL WILL NOT INFRINGE ANY PATENT OR PROPRIETARY RIGHTS OF THIRD PARTIES. RECIPIENT agrees to be responsible for all claims and damages asserted by third parties arising from the use, storage, handling and disposal of the DATA by RECIPIENT, except those claims and damages arising from the gross negligence or willful misconduct of PROVIDER.
8. All Data disclosed to RECIPIENT by PROVIDER shall be considered to be confidential. The obligation of confidentiality shall not apply to Data or information that:
	1. were already known to RECIPIENT prior to the time of first disclosure, as demonstrated by competent written documentation; or
	2. at the time of disclosure are in the public domain; or
	3. after the date of the disclosure, lawfully become a part of the public domain other than through breach of this Agreement by RECIPIENT; or
	4. are received without any obligation of confidentiality from a third party having a legal right to disclose the same; or
	5. are independently developed by RECIPIENT by individuals without access to such information, as demonstrated by competent written documentation; or
	6. are required to be disclosed by RECIPIENT pursuant to a legally enforceable order, direction or other regulation (“Order”); provided however, that RECIPIENT promptly notifies PROVIDER in advance of such disclosure and discloses only that information necessary to comply with said Order.

1. This Agreement will terminate upon two (2) years from the date of the last signature to this Agreement. RECIPIENT will return or destroy the DATA at PROVIDERS direction and terminate all access to the DATA. The obligation of confidentiality set forth in paragraph 8 herein shall terminate five (5) years from the date of the last signature to this Agreement.
2. RECIPIENT will inform PROVIDER, in confidence, of the results of the Research (“RESULTS”). RECIPIENT agrees to grant PROVIDER a fully paid-up, nonexclusive, royalty-free, world-wide license to RESULTS for internal use, governmental obligations and pursuant to paragraph 12.
3. RECIPIENT may publish or otherwise publicly disclose the RESULTS; however PROVIDER will have not less than thirty (30) days for manuscripts and thirty (30) days for abstracts prior to submission to publisher, for PROVIDER’s review and to assure that Confidential Information is protected. The RECIPIENT agrees to acknowledge the source of the DATA in any publications reporting use of it unless requested otherwise.
4. RECIPIENT will inform Provider, in confidence, of inventions arising from the Research which contain, incorporate or depend on the use of the DATA (“INVENTIONS”). Subject to any limitations imposed by law, regulation, governmental obligation, or by the terms of any grant, contract, or cooperative agreement, to the extent RECIPIENT is legally able to do so, RECIPIENT hereby grants to PROVIDER, at PROVIDER's request and expense, a fully-paid, royalty-free, irrevocable, non-exclusive, worldwide license, with the right to sublicense, to INVENTIONS. PROVIDER will indemnify, defend and hold RECIPIENT harmless from and against any and all actions, claims, costs and damages arising out of its use of INVENTIONS and RESULTS during the term of any license. The PROVIDER will reimburse Columbia for the cost of enforcing this provision.
5. Neither Party shall use the name, symbols or logos of the other Party for any reason whatsoever without obtaining the prior written consent of the other Party.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law principles of any jurisdiction. This Agreement constitutes the entire agreement between the Parties with respect to this subject matter.

INFORMATION

Provider Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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City/State/Zip/Postal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of Data (attach a separate page if necessary):

Certification of Authorized Official: This Simple Letter Agreement

 IS MODIFIED If modified, the modifications are attached as Exhibit A

 IS NOT MODIFIED

RECIPIENT: The Trustees of Columbia University in The City of New York

c/o Sponsored Projects Administration, 615 West 131st Street, Room 254, MC 8725, New York, NY 10027-7922

AUTHORIZED SIGNATURES

Provider Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Recipient Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Certification of Recipient Investigator: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the Data.

Recipient Investigator Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

TT:

Exhibit A – Additional Terms