

**Data Sharing Agreement (the "Agreement")
Transfer of Data for Research Use**

BETWEEN:

AND

[Company] ("Company") [Address]	Carleton University ("Recipient Institution") 1125 Colonel By Dr, Ottawa, Ontario, Canada, K1S 5B6
[Company] Investigator: [NAME] (together with [Company]: "PROVIDER")	Recipient Investigators: [PI Name] [Student Name] (if applicable) (together with Recipient Institution: "RECIPIENT")

Name of Project ("Project"): [Project Title]

Data to be provided: [Insert Description/refer to attachment, as necessary] (the "Data")

This Agreement, effective as of the last date of signature below (the "Effective Date"), is entered into between the parties to govern the transfer of the Data from PROVIDER to RECIPIENT for use in the Project, in compliance with applicable laws.

1. PROVIDER will prepare and furnish to RECIPIENT the Data and PROVIDER hereby grants to RECIPIENT the right to use, copy, access, and interpret the Data for the purpose of conducting the Project. RECIPIENT shall not, without the prior written consent of PROVIDER, disclose, update, distribute, market, or sell, the Data during the course of the Project or any time thereafter.
2. RECIPIENT agrees to only use or disclose the Data for the conduct of the Project. All Data remains the exclusive property of PROVIDER. No right, title or interest in and to the Data is granted or implied to the RECIPIENT hereunder.
3. RECIPIENT shall have the right to use (1) the analyzed data derived from the use of the Data, and (2) the results arising out of analysis of the Data, as part of a publication or presentation of the results of the Project. In the event a graduate student of the RECIPIENT works on the Project and that student completes a thesis or education report relating to the Project, the student will own the copyright in that thesis or report.
4. RECIPIENT shall give access to the Data only to its staff with a need to know for the purpose of conducting the Project, and who are bound by RECIPIENT to comply with the terms of this Agreement.
5. Data are provided on an "as-is" basis and PROVIDER make no representations or warranties, express or implied, with respect thereto. RECIPIENT accepts that there are no representations, warranties, conditions, or liabilities expressed or implied herewith in relation to the Data by PROVIDER or their respective trustees, directors, officers, affiliates, investigators, students, employees, servants, authorized representatives or agents.
6. RECIPIENT agrees to indemnify PROVIDER and its respective trustees, directors, officers, affiliates, investigators, students, employees, servants, authorized representatives or agents and their respective successors and assigns ("Indemnitees") against all liabilities, claims, damages, losses or expenses (including reasonable lawyers' fees) brought by third parties arising out of RECIPIENT's use of the Data or RECIPIENT's failure to adhere to the terms of this Agreement, except that RECIPIENT will not be required to indemnify an Indemnitee to the extent such liabilities, claims, damages, losses or expenses are caused by the negligence or willful misconduct of that Indemnitee [and/or their use of the results, as applicable].

7. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and each Party hereby expressly attorns to the jurisdiction of the courts of Ontario for enforcement thereof.
8. This Agreement is effective as of the date of the last signature and shall remain in force until **[DD-MM-YY]**, unless earlier terminated by written consent of PROVIDER and RECIPIENT.
9. Any notice or other communication to be given or made pursuant to this Agreement shall, unless otherwise expressly provided herein, be in writing and shall be personally delivered or sent by email to each Party at its address set forth below:

If to the **[Company]**:

[Name]
 [Title]
 [Address]
 Email:

If to the **University**:

For contractual matters:

[Name of IPS Staff]
 [Title]
 [Address]
 Email:

For scientific matters:

[Name of Carleton PI]
 [Title]
 [Address]
 Email:

This Agreement may be signed in counterparts, and each counterpart may be delivered by signed PDF by email. Each counterpart shall constitute an original, and when taken together, shall constitute one and the same instrument.

[COMPANY]	Carleton University
Signature:	Signature:
I have authority to bind the organization.	I have authority to bind the organization.
Date:	Date:
Name & Title: [INSERT]	Name & Title: Chris Lannon, Director, Industry and Partnership Services
Read and acknowledged by: [COMPANY] INVESTIGATOR	Read and acknowledged by: RECIPIENT INVESTIGATOR
Signature:	Signature:
Date:	Date:

[NAME, Title]	[NAME, Title]
Read and acknowledged by: [COMPANY] INVESTIGATOR	Read and acknowledged by: RECIPIENT INVESTIGATOR
Signature:	Signature:
Date:	Date:
[NAME, Title]	[STUDENT NAME] (if applicable)

DRAFT - CONTACT IPS