**THE CITY UNIVERSITY OF NEW YORK**

**OFFICE OF INSTITUTIONAL RESEARCH AND ASSESSMENT**

**Data Transfer and Non-Disclosure Agreement**

**(CUNY Faculty)**

The faculty member signing this Agreement (“Recipient” or “Principal Investigator”) has requested that The City University of New York (CUNY), by and on behalf of its Office of Institutional Research and Assessment (OIRA) provide it with the data listed in Exhibit A to this Agreement (the “Data”), to be used for the research purposes described on Exhibit A (“Permitted Use”).

CUNY agrees to provide the Recipient with the Data subject to the following terms and conditions:

1. Ownership of Data. CUNY retains ownership of the Data and all intellectual property rights therein. Recipient shall not use the Data or make, cause to be made, use or sell for any purpose, any product or other item using, incorporating or derived from the Data, other than for the Permitted Use. Recipient agrees that s/he will not apply or file for any intellectual property protection, including without limitation, copyright or patent protection, in any jurisdiction, for the Data or any patentable development or discovery resulting from Recipient’s use of the Data, without first notifying CUNY of his/her intent to do so.

2. Permitted Use. Recipient shall use the Data solely for the Permitted Use.

3. Authorized Users. Recipient shall limit access to the Data to those individuals affiliated with and working within CUNY under Recipient’s supervision who are listed on Exhibit B to this Agreement and have also accepted the terms of this Agreement (each a “Project Investigator” and collectively with the Recipient, “Authorized Users”). Recipient shall refer to CUNY any request for access to the Data from anyone other than the Authorized Users. Recipient shall immediately notify CUNY if it becomes aware that any of the Authorized Users has failed to comply with the terms of this Agreement and/or has compromised the privacy and security of the Data. CUNY, at its sole option, may immediately remove such user from the list of Authorized Users and immediately terminate such user’s access to the Data. Except as permitted by this Section 3, Recipient shall not directly or indirectly disclose, distribute, or otherwise allow any third party to have access to any of the Data without such third party executing a data transfer and non-disclosure agreement with CUNY under the same terms, or terms at least as restrictive, as set forth in this Agreement.

4. Security. The Recipient shall use appropriate administrative, technical, and physical safeguards to ensure the confidentiality and security of the Data and to prevent any unauthorized use or disclosure of the Data. The Recipient shall promptly report to CUNY any unauthorized use or disclosure of which Recipient becomes aware. Upon request by CUNY, Recipient will promptly provide access and respond to CUNY inquiries regarding privacy and security of the Data.

5. Publication. Recipient shall not disclosure any personally-identifiable information received pursuant to this Agreement in any draft or final publication. Subject to the terms of this Agreement and consistent with the Permitted Use, Recipient may publish or publicly present information or results relating to the Data or studies conducted with the Data. Unless CUNY advises Recipient otherwise, Recipient agrees to acknowledge OIRA in all publications and presentations based on the use of the Data.

6. Compliance with Law. Recipient agrees to use the Data in compliance with all applicable federal, state, and local laws, rules and regulations.

7. Termination of Agreement. Unless extended in writing by the parties, this Agreement shall terminate upon the earlier of: (a) completion of any research that is a Permitted Use, or (b) two years from the date this Agreement was signed by CUNY. This Agreement shall terminate automatically upon any use of the Data by Recipient in violation of this Agreement. Recipient may terminate this Agreement at any time upon notice to OIRA, provided, however, that such termination shall not affect in any way Recipient’s obligations under this Agreement, the nature of which would continue beyond the termination of the Agreement. Such termination shall terminate Recipient’s Permitted Use. Upon termination for any reason, Recipient shall immediately discontinue his/her use of the Data and shall return or dispose of all Data as directed by OIRA, unless permission to retain the Data is specifically provided in writing by OIRA to Recipient.

8. Miscellaneous. Recipient’s obligations under this Agreement may not be assigned, subcontracted, or transferred without the prior written consent of an authorized representative of CUNY. This Agreement, including its exhibits, all of which are incorporated herein, contains the entire understanding of the parties hereto, supersedes all previous oral or written understandings, representations, or agreements to the extent that they relate to the subject matter hereof, and may not be modified by either party unless such modification is in writing and signed by an authorized representative of each party. Waiver by either party of a breach of any provision of, or right under, this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of the same provision or right, or of any other provision or right under this Agreement. This Agreement is governed and construed in accordance with the laws of New York State, without regard to principles relating to conflicts of law, except where the Federal supremacy clause requires otherwise. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the parties hereto with respect to any dispute or controversy between them arising under or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**RECIPIENT**

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Signature CUNY Affiliation

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Printed Name Date

**THE CITY UNIVERSITY OF NEW YORK**

by and on behalf of its

Office of Institutional Research & Assessment

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

David Crook

University Associate Provost for Academic Affairs

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**EXHIBIT A**

Description of Data:

Description of research to be conducted with Data (“Permitted Use”):

**EXHIBIT B**

**PROJECT INVESTIGATORS**

1. Each of the undersigned Project Investigators, in consideration of their use of the Data, agrees that:

 (a) s/he has read the Data Transfer & Non-Disclosure Agreement to which this Exhibit B is attached (the “Agreement”) and the Permitted Use described in Exhibit A to that Agreement.

 (b) s/he is a “Project Investigator” and an “Authorized User” within the meaning of the Agreement.

 (c) s/he shall comply fully with the terms of the Agreement.

**PROJECT INVESTIGATOR:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Date

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 Typed Name Institution Affiliation

**PROJECT INVESTIGATOR:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Date

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 Typed Name Institution Affiliation

**PROJECT INVESTIGATOR:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Date

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 Typed Name Institution Affiliation

***NOTE: In accordance with CUNY’s Information Technology Security Procedures, CUNY students who are serving as Project Investigators in connection with this Agreement must obtain a Non-Public University Data Access Waiver from the CUNY’s Office of Computing & Information Services before being allowed access to such data.***

2. The Principal Investigator agrees that the persons designated herein are Project Investigators and Authorized Users within the meaning of the Agreement.

**PRINCIPAL INVESTIGATOR:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Date

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 Typed Name Institution Affiliation