

Appendix B – Data Use Agreement

Simple Letter Agreement for the Transfer of Data

National Institute of Mental Health (“PROVIDER”) and Child Mind Institute (“TRANSFEROR”) entered into a Data Sharing Agreement dated _____ (the “ORIGINAL DTA”; PROVIDER Ref. No. 2018-0049) pursuant to which non-human primate data (“DATA”) was transferred from Adam Messinger, Ph.D. an investigator at PROVIDER, to Michael Milham, M.D., Ph.D., an investigator at TRANSFEROR. _____ (“RECIPIENT”) has requested permission to use the DATA and the DATA be transferred from TRANSFEROR to RECIPIENT.

In response to RECIPIENT’s request for the DATA, _____ animal anatomical and functional imaging data and analysis tools the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree 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. The DATA was previously transferred to TRANSFEROR pursuant to the ORIGINAL DTA. PROVIDER hereby grant to TRANSFEROR the right to transfer the DATA to RECIPIENT. RECIPIENT hereby agrees that it shall receive the DATA from TRANSFEROR
2. **THIS DATA IS NOT FOR USE IN HUMAN SUBJECTS.**
3. The DATA will be used for teaching or not-for-profit research purposes only.
4. The RECIPIENT and RECIPIENT Scientist agree that they shall not further distribute or transfer the DATA to others without the PROVIDER’s written consent. To the extent possible, the RECIPIENT or the RECIPIENT SCIENTIST agree to make the DATA available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
5. The RECIPIENT agrees to acknowledge the source of the DATA in any publications reporting use of it.
6. Any DATA delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER AND TRANSFEROR MAKE NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the DATA except that, to the extent permitted by law, the Provider and Transferor shall each be liable to the Recipient when the damage is caused by gross negligence or willful misconduct.
7. The RECIPIENT agrees to use the DATA in compliance with all applicable statutes and regulations.
8. The DATA is provided at no cost, or with an optional transmittal fee solely to reimburse the TRANSFEROR for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: [insert fee]

The TRANSFEROR, RECIPIENT and RECIPIENT SCIENTIST must sign this letter and return one signed copy to the TRANSFEROR. The TRANSFEROR will then send the DATA.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider Scientist: Adam Messinger, Ph.D.

Provider Organization: National Institute of Mental Health

Address: 35 Convent Drive, Suite GE400, Bethesda, MD 20892-3747

Name of Authorized Official: Jennifer Wong, M.S.

Title of Authorized Official: Technology Development Coordinator

TRANSFEROR INFORMATION and AUTHORIZED SIGNATURE

Transferor Organization: _____

Address: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official: _____ Date: _____

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist: _____

Recipient Organization: _____

Address: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official: _____ Date: _____

Certification of Recipient Scientist: 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 Scientist Date: _____