FAST TRACK DATA USE AGREEMENT (DUA)

To qualify for expedited processing under the Fast Track Program, agreements must meet the following requirements. **Please mark each box to acknowledge eligibility.**

☐ The Company/Other Party is based in the United States

☐ This Fast Track template is used without modification except for the requested agreement information.

☐ This DUA is being used for **incoming** data only.

☐ All required fields in the template are completed accurately with information provided in sufficient detail to permit an assessment of the agreement's risk and eligibility for the Fast Track program.

☐ The Fast Track agreement is submitted with the Company/Other Party's signature.

☐ All Fast Track agreements will be submitted by the PI/RA through CERES for an authorized Northwestern signature. **The Northwestern PI/Faculty member cannot sign the agreement.**

- ☐ The CERES submission title must start with "Fast Track"
- ☐ All required fields in the CERES submission SmartForm must be completed accurately and with enough detail to permit an assessment of the agreement's risk and eligibility for Fast Track

☐ If the Company/Other Party is not already set up in CERES, a New Organization request must be separately submitted. **The review to add a New Organization may add additional time to the overall process.**

Northwestern representative acknowledging above

Name:

Email address:

Agreement ID:

FDP Data Transfer and Use Agreement ("Agreement")

Provider:	Recipient:
Provider Scientist Name: Email:	Recipient Scientist Name: Email:
Project Title:	

Agreement Term

Start Date: Date of last signature below

End Date: (choose one)

☐ 1) ____ years after the Start Date;

☐ 2) Completion of the Project; or

☐ 3) ____ years after the Start Date or upon completion of the project, whichever occurs first.

Attachment 2 Type: Select Data Type

Terms and Conditions

1) Reimbursement of Costs: If applicable, Recipient shall reimburse Provider for any costs associated with the preparation, compilation, and transfer of the Data to the Recipient. Costs shall not include payments for research effort by the Provider.

☐ None

☐ This Agreement is in support of agreement # _____, ? which shall cover reimbursement of costs. In the event of any conflict of terms, this Agreement shall control regarding issues of data transfer and use.

☐ As set forth herein: ?

2) Provider shall provide the data set described in Attachment 1 (the "Data") to Recipient for the research purpose set forth in Attachment 1 (the "Project"). Provider shall retain ownership of any rights it may have in the Data, and Recipient does not obtain any rights in the Data other than as set forth herein.

3) Recipient shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Recipient Scientist and Recipient's faculty, employees, fellows, students, and agents ("Recipient Personnel") and Collaborator Personnel (as defined in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons").

4) Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of Provider. Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth in Attachment 2.

Agreement ID:

5) Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.

6) Recipient is encouraged to make publicly available the results of the Project. Before Recipient submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the Provider will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. Provider may request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect proprietary information.

7) Recipient agrees to recognize the contribution of the Provider as the source of the Data in all written, visual, or oral public disclosures concerning Recipient's research using the Data, as appropriate in accordance with scholarly standards and any specific format that has been indicated in Attachment 1.

8) Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. Either party may terminate this Agreement with thirty (30) days written notice to the other party's Authorized Official as set forth below. Upon expiration or early termination of this Agreement, Recipient shall follow the disposition instructions provided in Attachment 1, provided, however, that Recipient may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements:

    I. under any law, regulation, or Recipient institutional policy, and
    II. for instances where Data disposal is infeasible, and
    III. for the purposes of research integrity and verification.

    The restrictions set forth in this Agreement (as applicable) shall survive and apply to such archival copy so long as Recipient holds the Data.

9) Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." PROVIDER MAKES 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. Notwithstanding, Provider, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use in the Project.

10) Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. The Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

11) Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.

Agreement ID:

12) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between Provider and Recipient regarding the transfer of the Data to Recipient for the Project:

    I. Attachment 1: Project Specific Information
    II. Attachment 2: Data-specific Terms and Conditions
    III. Attachment 3: Identification of Permitted Collaborators (if any)

13) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both parties.

14) The undersigned Authorized Officials of Provider and Recipient expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their institution.

By an Authorized Official of Provider:	By an Authorized Official of Recipient:
Date Name: Title:	Date Name: Title:
Contact Information for Formal Notices: Name: Address: Email: Phone:	Contact Information for Formal Notices: Name: Address: Email: Phone:

Agreement ID:

Attachment 1
Data Transfer and Use Agreement
Project Specific Information

1. Description of Data:

/*Instructions to the drafter; delete after completion of this section:

This section of this attachment should provide sufficient information such that each party understands the information that will be transmitted under this Agreement. Examples of information that should be provided include:

* Whether the data is obtained from human subjects and, if so, a description of the population included in the data.
* If the data is from animal subjects, the species of animal the data was obtained using.
* If not from human or animal subjects, a description of the focus of the data.
* The number of subjects and/or experiments included
* Name of the study that the data was obtained under

If there is a particular study that needs to be acknowledged/cited as the source of the data, this information should be included here.*/

2. Description of Project:

/*Instructions to the drafter; delete after completion of this section:

This section of this attachment should provide sufficient information such that each party understands the project that the Recipient will perform using the Data. Content of this section will be very similar to the Statement of Work used in other types of Agreements. Examples of information that should be provided include:

* Objective or purpose of the Recipient's work
* A general description of the actions to be performed by the Recipient using the Data and possibly the anticipated results
* Include whether or not the Recipient is permitted to link the Data with other data sets (If yes, be sure to include any special disposition requirements related to the linked data sets in Section 4 of this attachment).*/

Agreement ID:

Attachment 1
Data Transfer and Use Agreement
Project Specific Information

3. Provider Support and Data Transmission:
   Provider shall transmit the Data to Recipient: Select One

Name:	
Address: ?	
Email:	
Phone:	

Upon execution of this Agreement, Provider shall send any specific instructions necessary to complete the transfer of the Data to the contact person listed above, if not already included below in this section of Attachment 1.

/*Instructions to the drafter; delete after completion of this section.

This section of this attachment should also provide sufficient information such that each party understands the level of support the Provider will supply to the Recipient. Examples of information that may be appropriate to include in this section are:

* Format of Data
* Provision of Data dictionary
* Availability of Provider to assist Recipient in understanding the Data structure (e.g. variables, code lists, etc.)
* If/how Data will be revised and resent if errors are found by the Recipient
* Specific instructions necessary to complete the transfer of the Data, if available/appropriate, and any support supplied by the Provider for the transfer.*/

4. Disposition Requirements upon the termination or expiration of the Agreement:

/*Instructions to the drafter; delete after completion of this section:

This section of this attachment should provide sufficient information such that each party understands the Recipient's obligations with regards to the Data upon the expiration or early termination of this Agreement. If the Recipient is permitted to link the Data with other data sets, be sure to include any special disposition requirements related to the linked data sets in this attachment. */

Agreement ID:

Attachment 2
Data Transfer and Use Agreement
Data Specific Terms and Conditions

Additional Terms and Conditions:

Agreement ID:

Attachment 3
Data Transfer and Use Agreement
Identification of Permitted Collaborators (if any)

For all purposes of this Agreement, the definition of "Collaborator Personnel" checked below will pertain:

☐ "Collaborator Personnel" means: None. No third-party collaborators are permitted on the Project. All Authorized Persons using the Data are Recipient Personnel.

-OR-

☐ "Collaborator Personnel" means the third parties as set forth below and agreed upon between the Parties. To be clear, Collaborator Personnel are not Recipient Personnel.

/*Sample definition language for the drafter; delete if the first option is checked or after a final definition has been agreed between the Parties:

"Collaborator Personnel" means: faculty, employees, fellows, or students of a third-party non-profit institution, which institution (i) has agreed to collaborate on the Project, (ii) has faculty, employees, fellows, or students who have a need to use or provide a service with respect to the Data in connection with its collaboration on the Project, and (iii) has been made aware of the terms of this Agreement and has agreed to comply, and to cause its personnel to comply, with such terms.

Alternative option for (iii); "has executed an agreement that is substantially similar to this Agreement"*/