**Data Sharing Agreement**

**for the Collaborative Project: [Project Name]**

This Data Sharing Agreement (“DSA”) is made between and among the [TRIBE], a federally recognized Tribe, whose address is [enter address] (“[TRIBE NAME/ABBRV]”), and the [University], the state university and body corporate of the State of [Name], for the benefit of its [University Program or Facility] and researcher [enter PI name], with an office at [enter address](“[UNIVERSITY NAME/ABBRV]”). [TRIBE] and [UNIVERSITY] may hereinafter be referred to as a “Party” or “Parties”.

This DSA is entered into for the purpose of setting forth each Party’s respective roles, responsibilities and intellectual property ownership related to [project name] (“PROJECT”).

RECITALS

WHEREAS, TRIBE is a [federally recognized Tribe committed to collaborating and working toward a healthier community through education, and honoring and transferring values through research principles]; and

WHEREAS, UNIVERSITY, as public university for the State, has a mission to achieve global impact by enriching fundamental knowledge through engagement of world-class research with an appreciation of and commitment to Tribal culture, values and practices; and

WHEREAS, UNIV FACILITY does innovative science, place-based education and community engagement to advance knowledge and stewardship of the land and water; and

WHEREAS UNIVERSITY received funding from the United States Geological Survey to support sustainability and climate adaptation in the [] region; and

WHEREAS the Parties are considering a research collaboration focused on [brief description of project]; and

WHEREAS, each Party owns intellectual property and other proprietary rights needed to accomplish the goals of the project;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Definitions
2. “Background Intellectual Property” means data, Traditional Knowledge, Traditional Cultural Expressions, Genetic Resources, inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and other legally protectable information, including computer software, developed outside or prior to the Project that is owned by or licensed to a Party. Each Party’s Background Intellectual Property is listed in Exhibit A of this DSA.
3. “Effective Date” means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. “Genetic Resources” means genetic or other biological resources, including microorganisms, plant varieties, animal breeds, genetic sequences, nucleotides and amino acid sequence information, traits, molecular events, plasmids and vectors.
5. “Project Intellectual Property” means data, inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, and other legally protectable information, including computer software, which were made, created, developed or generated specifically for the Project by one or more of the Parties subsequent to the Effective Date.
6. “Traditional Knowledge” means knowledge, know-how, skills and practices that are developed, sustained and passed on from generation to generation within a community.
7. “Traditional Cultural Expression” includes music, dance, art, designs, names, signs and symbols, performances, ceremonies, architectural forms, handicrafts and narratives, or other artistic or cultural expressions of a community.
8. Roles and Responsibilities
9. The Parties agree to work together to accomplish the purposes and goals of the Project as listed in Exhibit B of this DSA.
10. UNIVERSITY NAME shall:
    1. provide regular updates to TRIBE NAME on the progress of the PROJECT, including oral updates upon request by TRIBE NAME;
    2. obtain consent from TRIBE NAME member or community member prior to participating in the PROJECT;
    3. provide access to the data collected under this DSA to TRIBE NAME and its members;
11. UNIVERSITY NAME will be the lead party and primary contact for any third-party agreements.
    1. UNIVERSITY NAME agrees to notify and keep TRIBE NAME informed of all agreements related to the PROJECT. UNIVERSITY NAME will consult with TRIBE NAME on the terms of the agreements and will not finalize any terms without advance written approval from TRIBE NAME.
    2. The Parties agree that UNIVERSITY NAME is authorized to sign agreements relating to Project Intellectual Property that the Parties have approved in accordance with 2.2.a. above on their behalf.
12. Publication and Dissemination
13. UNIVERSITY NAME agrees to report findings to TRIBE NAME for feedback prior to any publication or other dissemination, including presentations, articles, and social media posts. UNIVERSITY NAME also agrees to provide appropriate acknowledgement to TRIBE NAME, its members and community members who were directly involved in the PROJECT.
14. Intellectual Property and Ownership
15. For Background Intellectual Property, the Parties agree:
    1. all right, title and interest in each Party’s Background Intellectual Property is retained by that Party; and
    2. will only be used for purposes and activities of the PROJECT as agreed to by the Party owning the Background Intellectual Property.
16. For Project Intellectual Property, the Parties agree:
    1. all right, title and interest shall be owned by the Party who is the inventor, author, originator or otherwise contributed to the creation, development or generation of the Project Intellectual Property; and
    2. in the event both Parties contributed to the creation, development or generation of Project Intellectual Property, such Project Intellectual Property shall be jointly owned by the Parties.
17. In the event Background Intellectual Property is included or contained in Project Intellectual Property, the Party owning the Background Intellectual Property agrees to negotiate in good faith to reach an agreement on future use(s) of such Project Intellectual Property incorporating the Party’s Background Intellectual Property.
18. Representations and Warranties
19. Each Party makes no representations and extend no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and freedom from infringement, as to any information, result, design, prototype, intellectual property, product or process deriving directly or indirectly and in whole or in part in connection with the Project.
20. Liability
    1. Each party shall be responsible for all claims, demands, penalties, suits, or actions and from any and all damages, losses, costs, and expenses in connection therewith, including attorneys’ fees, arising out of or in any way caused by its performance during the course of the Project under this DSA, as determined by a court or other tribunal of competent jurisdiction, or as the Parties may otherwise agree.
21. Term and Termination
22. This DSA shall remain in effect from the Effective Date until terminated by a Party.
23. This DSA may be terminated by any Party without cause upon thirty (30) days’ written notice to the other Parties.
24. In the event of termination, the Parties agree as follows:
    1. All rights to use Background Intellectual Property of another Party shall end and the other Parties shall have no further right to use the other Party’s Background Intellectual Property provided, however, that if any Background Intellectual Property is included or contained in Project Intellectual Property with the consent of the terminating Party, the Parties shall negotiate in good faith to reach an agreement setting forth the terms for the future use of the Background Intellectual Property in the Project Intellectual Property, and provided further, that no Party shall have any right to use a Party’s Background Intellectual Property in any manner outside of scope of this DSA.
25. Articles 3, 4, 5, 6, 9.1 and 9.2 shall survive expiration or termination.
26. Points of Contact
27. TRIBE NAME
    1. Technical POC

[Name]

[Address]

[email]

* 1. DSA POC

[Name]

[Address]

[email]

1. UNIVERSITY NAME
   1. Technical POC
   2. DSA POC
2. Miscellaneous
3. No Party will use this DSA or the other Party’s name, trademark or name of their employees for publicity or advertising purposes without prior written permission from the other Parties.
4. This DSA will not be assigned or otherwise transferred by a Party without prior written permission of the other Parties.
5. Should any dispute arise concerning this DSA or a Party’s conduct within the scope of this DSA, including the good faith negotiations referenced in this DSA, the Parties agree to use best efforts to mediate a resolution either between themselves or through a third-party mediation facility prior to bringing the dispute to a court.
6. This DSA contains the entire understanding between the Parties with respect to roles, responsibilities and intellectual property described herein and supersedes all prior understandings whether written or oral. Any modification, amendment or waiver of the terms of this DSA will require the written approval of authorized representatives of all Parties.
7. This DSA may be executed in any number of counterparts, including facsimile or scanned PDF documents, each of which shall be considered an original and which together shall constitute one and the same instrument binding on the parties.

Agreed

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| --- | --- | --- | --- |
| **TRIBE NAME** | | |  |
| By: |  |  |  |
|  | [Name] |  | Date |
|  | [Title] | |  |
|  |  |  |  |
| **UNIVERSITY NAME** | | |  |
| By: |  |  |  |
|  | [Name] |  | Date |
|  | [Title] | |  |
|  |  |  |  |
| Read and Acknowledged | | |  |
| By: |  |  |  |
|  | [Name] |  | Date |
|  | [Title] |  |  |

Exhibit A

TRIBE NAME Background Intellectual Property

UNIVERSITY NAME Background Intellectual Property

Exhibit B