

REQUESTED DATA-SHARING AGREEMENT

entered into between

the Endangered Wildlife Trust
(EWT)

and

("the recipient")

Effective Date: {DAY, MONTH} 2010

INSTRUCTIONS:

1. Use black ink or complete electronically, and do not use correcting fluid.
2. Signed original documents should be filed with the EWT's Director of Operations & Governance.
3. Amend sections in red print as applicable.
4. Should there be special provisions around acknowledgement and/or authorship, these should be reflected under the section defining Special Terms in Section 1.

PURPOSE:

It is hereby agreed that the Endangered Wildlife Trust (EWT) will provide the dataset/s described in this agreement to the recipient on condition that the recipient agrees to abide by the conditions below.

DEFINITIONS:

"Sensitive data" are any data that the data provider does not want to make available, e.g. precise localities of endangered species.



"Organization" is any organization, institution or association in which the recipient may have a formal or informal interest, or with which the recipient may be associated, whether as an owner, employee, student, academic, member or in any other way.

EWT DATA-SHARING POLICY:

Completion and signature of this agreement by parties who are signatories confirms that those parties have read and understood the Endangered Wildlife Trust's Data-Sharing Policy and fully commit to upholding the policy and commit to compliance with its provisions.

1. TERMS:

- 1.1. The dataset consists of _____ **{{describe species, Latin names, numbers, source, purpose}}** ("the dataset").
- 1.2. Unless the recipient obtains the prior written consent of the EWT the recipient agrees that the dataset, or any part thereof, will not be transmitted, distributed, sold or given in any form to any person who is not the recipient or an employee of the recipient acting in the course and scope of his or her employment with the recipient.
- 1.3. The recipient undertakes to make available to the EWT copies of any published paper or electronic literature or reports arising from any project in which the dataset, or information derived from the dataset, has been used immediately on the availability of such material.
- 1.4. Notwithstanding the EWT's provision of data to the recipient, all ownership and intellectual property rights attaching to the data described in 1 above remain vested exclusively in the EWT.



- 1.5. The quality and completeness of data provided to the recipient in terms of this agreement is not guaranteed. The recipient acknowledges that they employ these data at their own risk.
- 1.6. The recipient provides absolute assurance that the EWT and the dataset reference will be acknowledged in full in accordance with generally accepted academic referencing guidelines and principles in all parts of any series of publications or reports arising from the project in which the dataset, or information derived from it, was used.
- 1.7. The recipient shall exercise due care and diligence in storage and use of the data provided in terms of this agreement, and undertakes to fully respect any restrictions of access to sensitive data.
- 1.8. It is acknowledged by the recipient that the EWT will exercise due care and good practice, and act at all times in good faith, to ensure the data and information described in this agreement are correct and accurate, and it is further agreed that the recipient will not hold EWT, its employees, representatives, volunteers or any other party responsible for any errors in the dataset, or in information derived from the dataset.
- 1.9. In the event of a breach of any of the above conditions, the EWT will, in addition to exercising any contractual or other legal remedies available to it, in its sole discretion, be released from any obligations it may have under this agreement.

Special terms

{Examples - add/delete or amend special terms}

- 1.10. {The recipient agrees to provide the EWT with copies of any and all reformulated or reformatted versions of the data described in 1 above as and when these arise from the related work of the recipient.}



- 1.11. {In addition to 6 above, the recipient agrees that co-authorship will be offered to {name of EWT staff member} from EWT for all publications based upon or arising from the data (whether in whole or in part) described in 1 above.}

2. RECIPIENT'S ASSURANCE

- 2.1. The undersigned recipient gives the following assurances with respect to the data provided by the EWT:
- 2.2. I will not use and will prohibit others from using or disclosing the data set (or any part thereof), except for research, analysis, and aggregate statistical reporting, and only as permitted by this Agreement.
- 2.3. I will ensure that the data are kept in a secured environment and that only authorised users will have access to the data.
- 2.4. I will not release or disclose, and will prohibit others from releasing or disclosing, the data set (or any part thereof) to any person who is not a member, agent, or contractor of the organization, except with the approval of the EWT.
- 2.5. I will require others employed in my organization, and any agents or contractors of my organisation, who will use or will have access to the data set, to sign a copy of this Agreement (specifically acknowledging their agreement to abide by its terms) and I will submit those signed Agreements to EWT or its agent before granting access.
- 2.6. I will not attempt to use and will prohibit others from using the data set to learn the identity of any person included in the data set or to contact any such person for any purpose.
- 2.7. I will acknowledge in all reports based on these data that the source of the data is the "Endangered Wildlife Trust."

I understand that this Agreement is requested by the EWT to protect its interests and mission and to ensure compliance with statutory confidentiality requirements, and I commit to upholding the spirit of this agreement. My signature indicates my agreement to comply with all of the above-stated terms.

Print or type name of data recipient: _____

Position: _____

Organization: _____

Address: _____

City: _____ Country: _____ Postal code: _____

Phone number: _____ Fax: _____ Email: _____

The information above is maintained by the EWT for the purpose of enforcement of this Agreement. This information may also be used by the EWT to create a mailing list. The mailing list allows the EWT to send users information such as notices about the release of new databases and errata when data errors are discovered.

This done and signed at _____ on this _____ day of
_____ 2010.

On behalf of the Endangered Wildlife Trust

Name: _____

Witness:



This done and signed at _____ on this _____ day of
_____ 2010.

On behalf of the Recipient

Name: _____

Witness:

