

[DATE]

EMBARC Lab Data Transfer and Use Agreement
Agreement ID:

EMBARC Lab Data Transfer and Use Agreement (“Agreement”)	
Provider Scientist Name: Dr. Katherine Schaumberg Email: kschaumberg@wisc.edu	Recipient Scientist Name: Email:
Agreement Term Start Date: End Date: 5 years after the Start Date	Project Title: Data Type: De-Identified Data about Human Subjects

Terms and Conditions

1. 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.
2. 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”).
3. 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.
4. 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.
5. 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.
6. 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.

7. 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 under any law, and for the purposes of research integrity and verification.
8. 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.
9. 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.
10. 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.
11. 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)
12. No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both parties.
13. 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.

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By an Authorized Official of Provider:	By an Authorized Official of Recipient:
<hr/>	<hr/>
<div>Name: _____</div> <div>Title: _____</div> <div>Date: _____</div>	<div>Name: _____</div> <div>Title: _____</div> <div>Date: _____</div>
<u>Contact Information for Formal Notices:</u>	<u>Contact Information for Formal Notices:</u>
<div>Name: _____</div> <div>Address: _____</div>	<div>Name: _____</div> <div>Address: _____</div>
<div>Email: _____</div> <div>Phone: _____</div>	<div>Email: _____</div> <div>Phone: _____</div>

<p style="text-align: center;">Attachment 1 Data Transfer and Use Agreement Project Specific Information</p>

1. Description of Data:

Data from the Body Advocacy Movement (BAM) study was collected from human subjects ranging in age from 18-30 and located in the general Madison, Wisconsin area. Subjects participated in a 2-session dissonance-based intervention either focused on the appearance ideal or weight stigma. Data was collected from [NUMBER] participants during one experiment in which participants completed tasks/surveys before and after the intervention. The data collected includes:

[Recipient should delete any scales from Question 1 that they will not be using.]

- demographics
- self-reported surveys (distributed at baseline, immediately post-sessions, and 8-week post-session) including information on:
 - menstrual cycle
 - weight and diet history
 - symptoms of anxiety and depression
 - food security
 - appearance ideal
 - fatphobia and weight stigma with the self (GFFS) and others (UMB-FAT)
 - eating disorder symptoms from ED100K, EFQ, EDDS, and the EPSI measures
- Task data (distributed at baseline, immediately post-sessions, and 8-week post-session)
 - Implicit Association Task (IAT)
 - Approach Avoidance Task (AAT)

2. Description of Project:

[Recipient must complete the three prompts below.]

Objective or purpose of the Recipient's work:

Analytic plan to be performed by the Recipient using the Data:

Anticipated results and dissemination:

Data will not be able to be linked with other data sets.

3. Provider Support and Data Transmission

Provider shall transmit the Data to Recipient: (select one) X electronically

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Recipient will request external collaborator usage of the EMBARK Lab research drive where deidentified data will be housed specific to the recipient's project. Collaborator will complete all analyses on the EMBARK Lab research drive.

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.

- The Project BAM Data codebook is kept up to date on the EMBARK Lab's [Github Repository](#)
- Cleaned data is provided in .Rdata format
- Cleaned data is updated monthly and uploaded to the Research Drive
- EMBARK Lab project collaborators are available to assist Recipient in understanding Data structure
- Data should not be removed from Research Drive
- All analytic code that Recipient uses must be uploaded to Research Drive for reproducibility

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

Upon termination of this Agreement, Recipient shall destroy or return Data. The provisions in sections 3, 4, 5 and 10 (Terms and Conditions), survive termination of the Agreement with respect to any copy of Data retained in accordance with Section 8.

Attachment 2
Data Transfer and Use Agreement
Data-specific Terms and Conditions:
De-identified Data about Human Subjects

Additional Terms and Conditions:

1. The Data will not include personally identifiable information as defined in NIST Special Publication 800-122. If the Data being provided is coded, the Provider will not release, and the Recipient will not request, the key to the code.
2. If Provider is a Covered Entity, the Data will be de-identified data, as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
3. Recipient will not use the Data, either alone or in concert with any other information, to make any effort to identify or contact individuals who are or may be the sources of Data without specific written approval from Provider and appropriate Institutional Review Board (IRB) approval, if required pursuant to 45 CFR 46. Should Recipient inadvertently receive identifiable information or otherwise identify a subject, Recipient shall promptly notify Provider and follow Provider’s reasonable written instructions, which may include return or destruction of the identifiable information.
4. By signing this Agreement, Recipient provides assurance that relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB or ethics review or approval that may be required.
5. Recipient shall promptly report to the Provider any use or disclosure of the Data not provided for by this Agreement of which it becomes aware.

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Attachment 3

Data transfer and Use Agreement
Identification of Permitted Collaborators (if any)

____ “Collaborator Personnel” means: None. No collaborators are permitted on the Project.

-OR-

X “Collaborator Personnel” means as set forth below and agreed upon between the Parties:

Faculty, employees, fellows, or students of an academic institution, which institution (i) has agreed to collaborate in the Project, (ii) has faculty, employees, fellows, or students who have a need to use or provide a service in respect of the Data in connection with its collaboration in the Project, and (iii) has been made aware of the terms of this Agreement and agreed to comply, and to cause its personnel to comply, with such terms.

Dr. Katherine Schaumberg

Recipient must add a list of collaborators from the EMBARK Lab and additional personnel