

## Data Source Agreement Between \_\_\_\_\_ and ProtectedSeas

### *Background*

A data source or data use agreement allows one entity to share a dataset with a recipient (another entity not associated with the data research and collection conducted by sharing entity). Both parties must sign the agreement before the dataset is implemented or shared with a third party.

### *Attribution, Sharing and Adapting the Data Use Agreement*

The material at issue in this document consists of \_\_\_\_\_. The material is the work of \_\_\_\_\_.

### DATA USE AGREEMENT FOR \_\_\_\_\_ DATASETS

This Data Source Agreement (“Agreement”), effective as of \_\_ \_\_\_\_, 20\_\_ (“Effective Date”), is entered into by and between \_\_\_\_\_ (“Provider”) and ProtectedSeas. The purpose of this Agreement is to provide ProtectedSeas with access to datasets for use in the ProtectedSeas Marine Managed Area Map and accompanying datasets under the direct supervision of Virgil Zetterlind in accord with the conditions set out in this Agreement.

1. Provider agrees to provide the dataset free of charge on the condition that ProtectedSeas meets the responsibilities laid out in Section 2 of this Agreement.
2. Responsibilities of ProtectedSeas. ProtectedSeas agrees to:
  - a. Use or disclose the dataset only as permitted by this Agreement;
  - b. Use appropriate safeguards to prevent use or disclosure of the dataset other than as permitted by this Agreement;
  - c. Report to Provider any use or disclosure of the dataset of which it becomes aware that is not permitted by this Agreement, including the presence of prohibited identifiers in the dataset.
  - d. Attribute Provider for the dataset in the general readme provided with each ProtectedSeas distribution package; and
  - e. Grant Provider access to and use of the ProtectedSeas Marine Managed Areas Map and datasets, provided that provider:
    - i. Report to ProtectedSeas any use or disclosure of the dataset of which it becomes aware that is not permitted by this Agreement, including the presence of prohibited identifiers in the dataset;

- ii. Allow use as described in section 3; and
- iii. Attribute ProtectedSeas for datasets not obtained from Provider.

3. Permitted Uses and Disclosures of the dataset. ProtectedSeas may use and/or disclose the dataset for the following purposes:

- a. For use in the ProtectedSeas Marine Managed Areas Map and dataset, which are publically available on [www.protectedseas.net](http://www.protectedseas.net) and [www.anthropoceneinstitute.com](http://www.anthropoceneinstitute.com);
- b. For redistribution to third parties, including, but not limited to, navigational charting companies, governmental agencies, marine research groups, or any other entity ProtectedSeas sees fit; or
- c. As required by law.

4. Term and Termination.

- a. Term. The term of this Agreement shall commence as of the Effective Date and renew annually unless either party notifies the other party up to thirty (30) days prior to renewal.
- b. Termination by either party. ProtectedSeas or Provider may terminate this agreement at any time by providing thirty (30) days prior written notice to the other party. Upon termination, ProtectedSeas shall stop distributing the data or remove the data from all application software.
- c. For Breach. Provider shall provide written notice to ProtectedSeas within ten (10) days of any determination that ProtectedSeas has breached a material term of this Agreement. Provider shall afford ProtectedSeas an opportunity to cure said alleged material breach upon mutually agreeable terms. Should the parties fail to agree on mutually agreeable terms for cure, either party may exercise their right to terminate under section 4(b).
- d. Effect of Termination. Sections 2, 3, 4(d) and 5 of this Agreement shall survive any termination of this Agreement.

5. Miscellaneous.

- a. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in international or domestic law that materially alter either or both parties' obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 4.
- b. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

c. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

PROTECTEDSEAS

By:

Print Name:

Print Title:

PROVIDER

By:

Print Name:

Print Title: