(*Note: This is a sample Data Usage Agreement for datasets that have de-identified human subject data. This template can be used when forming usage agreements that replace a CC0 usage agreement).*

**Template**

This is an agreement ("Agreement") between you and the downloader and the owner of the data governing the use of the data and related materials to be downloaded.

**A. Acceptance of the Data Usage Agreement**

By downloading or otherwise accessing the Dataverse, downloader represents his/her acceptance of the terms of this agreement.

**B. Use of Data**

Use of the data and materials include but are not limited to viewing parts or the whole of the content including comparing data or content from the materials with data or content in other datasets; verifying research results with the content included here; and extracting and/or appropriating any part of the content here for use in other projects, publications, research, or other related work products.

**C. Representations and Warranties**

In use of the data and materials, downloader represents that:

1. Downloader is not bound by any pre-existing legal obligations or other applicable laws that prevent downloader from downloading or using the materials;
2. Downloader will not use the data in any way prohibited by applicable laws;
3. Downloader has no knowledge of and will therefore not be responsible for any restrictions regarding the use of the data beyond what is described in this agreement; and
4. Downloader has no knowledge of and will therefore not be responsible for any inaccuracies and any other such problems with regards to the content of the data and the accompanying citation information.

Restrictions in his/her use of the materials, downloaders cannot:

1. Obtain information from the materials that result in downloader or any third party(ies) directly or indirectly identifying any research subjects with the aid of other information acquired elsewhere.
2. Produce connections or links among the information included in user's datasets (including information in the materials), or between the information included in user's datasets (including information in the materials) and other third-party information that could be used to identify any individuals or organizations.

The data is provided "as is" and "as available" and without warranty of any kind, including, but not limited to, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed.

Without limiting the foregoing, researchers who upload datasets do not warrant that:

1. The materials are accurate, complete, reliable, or correct.
2. The material files will be secure.
3. The materials will be available at any particular time or location.
4. Any defects or errors will be corrected.
5. The materials and accompanying files are free of viruses or other harmful components.
6. The results of using the materials will meet downloader's requirements, downloader's use of the materials is solely at downloader's own risk.

**D. Limitation of Liability**

In no event shall researchers be liable under contract or any other legal theory with respect to the data (i) for any direct damages, (ii) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever.

**E. Indemnification**

Downloader will indemnify and hold uploaders of datasets harmless from and against any and all loss, cost, expense, liability, or damage including, without limitation, all reasonable attorney's fees and court costs, arising from the:

1. Downloader's misuse of the Materials;
2. Downloader's violation of the terms of this agreement; or
3. Infringement by downloader or any third part of any intellectual property or other right of any person or entity contained in the materials.

Such losses, cost, expenses, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

**F. Dispute Resolution**

Downloader and user agree that any cause of action arising out of or related to the downloaded or use of data must be completed within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. This agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. All disputes under this agreement will be resolved in the applicable state or federal courts of Texas. Downloader consents to the jurisdiction of such courts and waives any jurisdictional or venue defenses otherwise available.

**G. Integration and Severability**

This agreement represents the entire agreement between downloader and researchers with respect to the downloading /uploading and use of data and supersedes all prior or contemporaneous communications and proposals between downloader and researcher. If any provision of this agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the agreement will otherwise remain in full force and effect and enforceable.

**H. Miscellaneous**

No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement and neither party has any authority of any kind to bind the other in any respect outside of the terms described within this Agreement.