



ASTHO Data Use Agreement

This Data Use Agreement ("Agreement"), effective as of _____, 20____ ("Effective Date"), is entered into by and between _____ ("Recipient") and The Association of State and Territorial Health Officials ("ASTHO").

1. **LICENSE GRANT.** Conditioned on your continued compliance with the terms and conditions of this Agreement, this Agreement provides you ("you" or the "Recipient") with a revocable, royalty-free, limited, non-exclusive, nontransferable license to use for the term identified below the _____ (the "Data Set") for your internal personal use only and solely in connection with your own research and analysis. Notwithstanding the foregoing, any rights granted hereby are licensed and not sold or otherwise transferred or assigned to you or any third party. References to "you" or "Recipient" mean the entity-level or individual licensee and user of the Data Set (as identified above) and any permitted successor, assign, transferee, heir, or representative thereof.
2. **LICENSE GRANT RESTRICTIONS.** Except as provided above, you may not modify, alter, translate, create derivative work(s) of, distribute, broadcast, transmit, reproduce, publish, license, sub-license, transfer, sell, exploit, rent, timeshare, outsource, provide on a service bureau basis, lease, grant a security interest in, assign or transfer any right(s) in, or otherwise use in any manner not expressly permitted herein the Data Set or any part thereof. Specifically, you agree not to use the Data Set to learn the identity of any person or to contact any person for any purpose, including, without limitation, to question, verify, or discuss the Data Set. In addition, you may not remove or alter any proprietary notice on the Data Set or use any portion of the Data Set independently from the Data Set as a whole. All rights not expressly granted to you herein are hereby reserved to ASTHO.
3. **USER OBLIGATIONS.** By installing, downloading, accessing, and/or using the Data Set, you represent that you (and all the employees of your organization) agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Data Set, including, without limitation, any confidentiality requirements and obligations that apply to the Data Set. You agree to assume all responsibility concerning your, and all the employees of your organization's, use of the Data Set. ASTHO assumes no responsibility or liability for any claims that may result directly or indirectly from the communications, agreements, or interactions you establish using the Data Set. You also agree to acknowledge ASTHO in the publication of any results from use of the Data Set by including the following notice: "Data from this study was obtained from the _____, a project supported through a _____ between the Association of State and Territorial Health Officials and the _____." In addition, you agree to provide ASTHO with a complete and accurate copy of any publication that uses the Data Set covered by this Agreement.
4. **PROPRIETARY RIGHTS.** ASTHO and/or its licensors shall retain all ownership right, title, and interest in and to all programs, procedures, information, and documentation associated with the Data Set. ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS, ASTHO, and all other names, logos, and icons identifying ASTHO and its products and services are proprietary trademarks of ASTHO, and any use of such marks without the express written permission of ASTHO is strictly prohibited. Except as expressly provided herein, ASTHO does not grant any express or implied right to you or any other person under any intellectual or proprietary rights. Accordingly, unauthorized use of the Data Set may violate intellectual property or other proprietary rights laws as well as other domestic and international laws, regulations, and statutes, including, but not limited to, United States copyright, trade secret, patent, and trademark law.
5. **CONFIDENTIALITY.** You acknowledge and agree that the Data Set contains proprietary trade secrets and confidential information of ASTHO and/or its licensors and suppliers, including, without limitation, any and all personal identifying information of any individual (the "Confidential Information"). You agree to secure and protect the confidentiality of this Confidential Information of ASTHO in a manner consistent with the maintenance of ASTHO's rights therein, using at least as great a degree of care as you use to maintain the confidentiality of your own confidential information of a similar nature, but in no event using less than reasonable efforts. You shall not, nor permit any third party, including, without limitation, any contractor or agent of your company, to, sell, transfer, publish, disclose, discuss, or otherwise make available any portion of the Confidential Information to third parties.

Initials _____ Date: _____

6. **SUBMISSIONS.** ASTHO welcomes your feedback and suggestions about how to improve the Data Set. You agree that ASTHO shall have the perpetual, royalty-free, and irrevocable right to use such feedback and suggestions in any manner it deems desirable without providing any consideration, attribution, or payment to you.
7. **WARRANTY DISCLAIMER.** ASTHO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE DATA SET FOR ANY PURPOSE. THE DATA SET IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS WELL AS ANY WARRANTY RELATED TO THE USE, OR THE RESULTS OF THE USE, OF THE DATA SET OR ANY DOCUMENTATION ASSOCIATED THEREWITH IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK AS TO THE QUALITY OF AND RESULTS FROM THE USE OF THE DATA SET IS WITH YOU. MOREOVER, RECIPIENT ACKNOWLEDGES AND AGREES THAT ASTHO RESERVES THE RIGHT TO WITHHOLD THE DATA SET UNTIL ASTHO HAS COMPLETED ITS OWN ANALYSIS AND MADE ITS REPORT(S) OF THE FINDINGS PUBLIC.
8. **LIMITATION OF LIABILITY.** YOU AGREE THAT IN NO EVENT SHALL ASTHO BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE DATA SET BY YOU OR ANYONE ELSE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, THE TOTAL LIABILITY OF ASTHO FOR ANY REASON WHATSOEVER RELATED TO USE OF THE DATA SET OR FOR ANY CLAIMS RELATING TO THIS AGREEMENT OR THE DATA SET SHALL NOT EXCEED \$5,000 (USD).
9. **INDEMNITY.** You agree to defend, indemnify, and hold harmless ASTHO and its affiliates, employees, licensors, agents, directors, officers, partners, representatives, shareholders, attorneys, predecessors, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from your use of the Data Set and any breach by you of this Agreement.
10. **GOVERNING LAW.** This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the Commonwealth of Virginia as applied to agreements entered into and completely performed in Virginia. You agree that any action to enforce this Agreement will be brought solely in the federal or state courts in Arlington, Virginia, U.S.A., and all parties to this Agreement expressly agree to be subject to the jurisdiction of such courts.
11. **TERM AND TERMINATION.** This Agreement and your right to use the Data Set will commence as of the Effective Date and shall expire 24 months after the Effective Date unless terminated as set forth herein. Any renewal of this Agreement shall be subject to ASTHO's separate written consent. This Agreement will terminate automatically if you fail to comply with any of the terms and conditions described herein, including by exceeding the scope of the license. Termination or expiration of this Agreement will be effective without notice. You may also terminate at any time by ceasing to use the Data Set, but all applicable provisions of this Agreement will survive termination, as outlined below. Upon termination or expiration, you must return, destroy, or delete from your system all copies of the Data Set (and any associated materials provided by ASTHO) in your possession. The provisions concerning proprietary and intellectual property rights, submissions, confidentiality, indemnity, disclaimers of warranty and liability, termination, and governing law will survive the termination or expiration of this Agreement for any reason.
12. **MISCELLANEOUS.** There are no third party beneficiaries. Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. No joint venture, partnership, employment, alliance, or agency relationship exists between you and ASTHO as result of this Agreement or your utilization of the Data Set. Moreover, you may not bind ASTHO in any way or otherwise make any representations or statements for or on behalf of ASTHO or its licensors or suppliers, including, without limitation, making any statements indicating or suggesting that interpretations drawn are those of the data sources or ASTHO, without ASTHO's prior, separate, express, and written permission. This Agreement represents the entire agreement between you and ASTHO with respect to your use of the Data Set, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and ASTHO with respect

Initials _____ Date: _____

to the Data Set. This Agreement may not be assigned or transferred by you without the prior express written consent of ASTHO. This Agreement may be modified only upon the prior and separate written consent of ASTHO.

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

**ASSOCIATION OF STATE AND TERRITORIAL
HEALTH OFFICIALS**

RECIPIENT

By: _____
Authorized Representative

By: _____
Authorized Representative

Name:
Title:

Name:
Title: