

University of Vermont - Office of Engagement

Unilateral

Data Sharing Agreement

By signing this Data Sharing Agreement, the Recipient of any data products provided by the University of Vermont (UVM) Office of Engagement (OOE) agrees to fully comply with the obligations set forth here under:

1. Data overview:

UVM's Office of Engagement will provide structured, value-added data products to the Recipient using the suite of workforce and economic development data platforms available to the Office of Engagement. These tools offer unique offerings for tailored data products down to the zip code and NAICS code levels and encompass: Industry/occupation mix; labor inventory; occupation gaps; labor and wage trends; economic impact reports; supply chain information; willing and able; skill gaps; job and talent locator; and COVID-19 impact projections.

2. Frequency of data services and fee structure:

The Office of Engagement will provide data products to the Recipient no greater than three times a year at no charge. If additional data requests are sought, Recipient shall be subject to the Office of Engagement standard operating fees at rates contingent on the type of data product requested. The Office of Engagement may waive fees in certain circumstances.

3. Data ascriptions:

The data platforms employed by the Office of Engagement require the proper ascription of data sources in the publication of data products (graphs, charts, figures). These ascriptions are embedded in every graph, chart and figure produced and Recipient agrees to include proper ascription in any re-presentation of data product in documents generated by the Recipient. The Office of Engagement may request access to all documents produced by the Recipient to ensure compliance with this article 3.

4. Dissemination of publications and products derived from shared data:

The dissemination of publications and products derived from the data described under article 1, Data Overview is authorized only after the Office of Engagement is notified through written notice of the intent to disseminate. The written notice (via email to the Office of Engagement)

of intent to disseminate must be received at least 7 business days prior to the dissemination of the publication or product.

5. Recipient feedback and documentation expectations:

As a condition of receiving data services from the Office of Engagement, the Recipient will be required to complete a short data use survey that will be forwarded within four weeks of delivery of each data product. The Recipient will have 14 business days to respond to this electronic survey to remain in compliance with this agreement. A data use survey will need to be completed for every data product delivered to the Recipient. Recipient will not receive any further or additional data products if data surveys are not completed.

6. No third-party beneficiaries:

This Agreement shall be binding upon, and inure solely to, the benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7. Limitation of liability:

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 products provided to the Recipient under this agreement. The Office of Engagement 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 products or re-presentation of data products by the Recipient. No indemnification for any loss, claim, damage, or liability is intended or provided by either Party under this Agreement.

8. Term and Termination:

This Agreement becomes effective (Effective Date) upon Recipient signature date and shall remain in effect as long as Recipient retains the data products.

Recipient or the Office of Engagement may terminate the Agreement for convenience upon twenty (20) days prior written notice. The Agreement may be terminated immediately for material breach of the included terms and conditions upon written notice to the breaching party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by either party.

Upon termination of this agreement, Recipient agrees to destroy and make no further use of any data product provided. Upon receipt of a written request, Recipient agrees to provide the Office of Engagement assurances that destruction has been accomplished pursuant to industry standards for data destruction.

9. Notices

Any notice to the Office of Engagement shall be in writing and delivered to the address as noted below:

UVM Office of Engagement
109 S. Prospect St., Burlington, Vt.
Email: engageUVM@uvm.edu
Phone: 802.656.8911

Any notice to the Recipient shall be in writing and delivered to the contact address as noted in the Recipient Signature block.

10. Entire agreement:

This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such matters.

This Agreement may only be modified by mutual agreement of the Parties in writing.