



⊠ North Carolina Wildlife Resources Commission ⊠

M. Kyle Briggs, Executive Director

AGREEMENT FOR USE OF NCWRC COLLECTED DATA

WHEREAS the North Carolina Wildlife Resources Commission, herein referred to as “NCWRC,” and **INSTITUTION NAME**, by and through **PI NAME**, herein referred to as “**NAME**,” share a mutual interest **BRIEF SUMMARY OF REASON FOR REQUEST**; and

WHEREAS collaborative work is mutually beneficial for all parties to further scientific knowledge and understanding of this [**species, habitat, process, etc.**];

NOW THEREFORE, based on the mutual benefit likely to result from the shared data, the Parties agree as follows:

It is agreed herein by all Parties that:

1. NCWRC shall provide the data requested in Attachment A, which is attached hereto and specifically incorporated by reference.
2. Data provided by NCWRC shall be handled with high ethical standards and shall only be used for the analysis or project expressly listed in the “Data Requested and Purpose” provided in Attachment A.
3. **INSTITUTION NAME** shall use all reasonable care to safeguard the data provided by NCWRC to ensure the protection of these biological elements, as well as to respect the rights of landowners. Data included under this request shall not be left on public computers or other shared devices, nor copied, provided or distributed in any form, including geographic coordinates, location data, maps, direction, “geotagged” phones, online blogs or forums, or any social media without prior, written consent of NCWRC.
4. **INSTITUTION NAME** shall consult NCWRC on matters concerning the interpretation of biological data provided. If the data are used to produce a report, article, peer-reviewed manuscript, or map, **INSTITUTION NAME** shall provide NCWRC with a copy of the same for review and approval prior to dissemination. **INSTITUTION NAME** shall collaborate with NCWRC to produce these materials, if applicable.
5. All publications and reports that result from the collaboration shall acknowledge **FUNDING SOURCE** funding, as well as the efforts of NCWRC staff in collecting used data.
6. Publications shall obscure geographic details about the location of state or federally listed species in a manner that prevents readers from locating occurrences on a map or on the ground with any significant degree of confidence.
7. All NCWRC digital data provided under this Agreement, and any copies/versions made from that

data, shall be deleted from computer systems within three years from the date the Agreement is fully signed.

8. This Agreement obligates neither party to a duty for or expectation of payment for said services, and each party agrees to individually fund their representative portions of said work unless specifically addressed in further agreements.
9. Nothing in this Agreement shall obligate either party to any conditions not specifically stated herein.
10. This Agreement, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
11. This Agreement is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws or rules.
12. During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, as provided in G.S. 143-49(9).
13. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.
14. This Agreement may be revised as necessary by mutual consent of all parties by the issuance of a written amendment, signed and dated by all parties.
15. Notwithstanding any other term or provision in this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to NCWRC under applicable law.
16. The failure to enforce or the waiver by NCWRC of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
17. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
18. This Agreement shall become effective as soon as it is signed by the parties hereto and run for a period of 3 years, at which time it can be renewed for periods of an additional 3 years.
19. Either party may terminate this Agreement in whole, or in part, at any time by giving the other party written notice not less than 30 days prior to the effective date of such termination.

Chief/Asst. Chief Approval

Date

Christian Waters, Chief Deputy Director

Date

INSTITUTION NAME **Auth. Rep**

Date

Attachment A

DATA REQUESTED AND PURPOSE: