

## INFORMATION SHARING AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ at the following address: \_\_\_\_\_ ("Recipient"), and Bryn Mawr College, 101 North Merion Avenue, Bryn Mawr, PA 19101 ("the College");

The College will grant non-exclusive permission to Recipient to access and use the survey instrument created by the College to evaluate the effectiveness of its Information Services department ("the Survey") as well as data collected by the College from that survey and presented to Recipient in aggregate form ("the Data") under the following conditions:

1. Recipient will use the Survey from June 1, 2009 through June 30, 2010, and at the conclusion of this period, Recipient will cease its use of the Survey.
2. Recipient will pay the College a One Thousand Dollar (\$1,000.00) non-refundable fee to access and use the Survey and the Data.
3. The College retains all ownership rights in the Survey and the Data delivered to Recipient, and Recipient recognizes and agrees that it does not acquire by this Agreement any ownership rights, including copyright rights, in the Survey or the Data delivered to Recipient by the College.
4. The College will collect the Survey responses from Recipient and other institutions, and will deliver to Recipient the Data from all participants in an aggregate format. The College will also deliver to Recipient the information collected from responders at Recipient's school. Recipient may use this information in any way it desires, provided, however, that individual identities of responders may not be disclosed or used in any manner.
5. Recipient agrees that the permission granted hereunder is personal to Recipient, and Recipient will not under any circumstances sell, give, disclose, lend, or otherwise distribute the Survey or the aggregate Data in an identified manner, either as delivered to Recipient or as modified by Recipient, in any form, to any third parties. The College will not disclose to any third party any Survey Data that references any recipient school. Recipient will use appropriate safeguards to prevent the use or disclosure of the Survey and the aggregate Data other than as provided for by this Agreement.
6. Recipient will limit access to the Survey and the Data to only those with a business reason for such access. Recipient will report to the College any use or disclosure of the Survey or the Data not provided for by this Agreement of which Recipient becomes aware.
7. The College reserves the right to terminate Recipient's access to and use of the Survey and the Data at any time that the College has reason to believe that Recipient has violated any of the conditions set forth in this Agreement. If the Recipient's use of the Survey and the Data is earlier terminated by the College, Recipient will cease its use of the Survey and the Data.

RECIPIENT

\_\_\_\_\_

\_\_\_\_\_  
Date

BRYN MAWR COLLEGE

By: \_\_\_\_\_

\_\_\_\_\_  
Date