**National Evaluation Center Data Providers**

**Material License Agreement (MLA)**

1. Council on Dairy Cattle Breeding, located at One Town Center, 4201 Northview Drive, Suite 302, Bowie, MD 20716, hereinafter termed the “Recipient.”
2. [EVALUATION CENTER], located at [ADDRESS], hereinafter termed the “Provider.”
3. Provider has collected, edited, and compiled data from the owners of dairy animals or herds (the “Owners”). Provider will provide parts thereof, herein referred to as “Confidential Materials and Records,” to Recipient. Recipient wishes to obtain these Confidential Materials and Records for research, management benchmarks and the calculation and distribution of genetic and genomic evaluations of dairy animals.
4. Provider represents that it has legal control (by license, authority, or otherwise) in and to the Confidential Materials and Records, and has the right, power and authority to submit the Confidential Materials and Records to Recipient and to grant the rights hereunder, which rights do not conflict with any applicable law or agreement by which Provider is bound or require payment or other consideration to any third party.
5. Provider acknowledges and agrees that a CDCB approved genomic nominator (a “Nominator”) has requested that Provider provide the Confidential Materials and Records to Recipient for the purposes described in this Agreement, and that such Nominator and any other Nominator is authorized to do and perform any and every act necessary, proper or reasonably requested by Recipient or any Nominator to be done with respect to the Confidential Materials and Records, including, but not limited to, genotype withdrawals, exchanges with third parties, and ownership transfers.
6. Provider grants the Recipient a non-exclusive, revocable right to use the Confidential Materials and Records as follows:
7. The Confidential Materials and Records will be used in accordance with the CDCB-USDA/ARS Data Transfer and Research Exchange Agreement 58-8042-3-048, dated September 11, 2023, or any successor agreement by and between the CDCB and USDA, ARS, Northeast Area Animal Genomics and Improvement Laboratory, for research in dairy genetics and management for developing techniques, algorithms and software, herein referred to as “Results”, and for calculating genetic and genomic evaluations and summary statistics, herein referred to as “Product”, to be distributed by Recipient without cost (except fees for accessing genetic and genomic evaluations as described in Recipient’s then current Fee Schedule for Genomic Evaluation) to be used by the industry to make breeding and management decisions, and all other uses consistent with Recipient’s policies and practices for data access and requests.
8. The Confidential Materials and Records will be used by Nominators and Recipient in accordance with any material license agreement, as may be amended, between such Nominators and Recipient (a “Nominator License Agreement”).
9. The Confidential Materials and Records may be used by Recipient only as permitted by this Agreement.
10. Recipient may not release Confidential Materials and Records to any third party except pursuant to the Exchange Agreement, a Nominator License Agreement, any CDCB policy or practice for data access and requests, or with the specific written approval of Provider consistent with a separate agreement between the third party and Provider. The restrictions of this clause will not apply to any material that:

(i) Recipient can prove was rightfully known by it or rightfully in its possession prior to execution of this Agreement;

(ii) is generally available to the public or becomes generally available to the public through no fault of Recipient; or

(iii) after execution of this Agreement is obtained by Recipient validly from a third party free of any obligation of confidentiality.

The terms and conditions of this paragraph shall expressly survive any termination of this Agreement, whether pursuant to Paragraph 12 below or otherwise.

1. Provider disclaims any and all representations and warranties with respect to the accuracy of the Confidential Materials and Records, and Provider shall have no liability in any way related to Recipient’s or any third party’s use of the Confidential Materials and Records or the Results or Product developed by Recipient or any third party.
2. Recipient has no obligation to use the Confidential Materials and Records and may apply such quality certification standards administered by the Recipient or any successor organization authorized by Recipient for the purpose of independent, third party certification in its sole discretion.
3. Recipient solely owns the Product and any other information it obtains from the use of or derives from the Confidential Materials and Records.
4. Recipient will pay all costs for producing the Results and Product from the collected Confidential Materials and Records.
5. Provider acknowledges that the Results and Product may be preliminary and/or tentative. Therefore, Recipient accepts no liability for any use by Provider or any third party of those Results or Product.
6. This Agreement, the Exchange Agreement, and any applicable Nominator License Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and may be amended or modified only by a written instrument signed by both parties.
7. This Agreement will continue in force (unless terminated earlier by either party as a result of a breach), except that this Agreement may be terminated at the discretion of either party at any time upon 180 days’ advance written notice to the other party. In the event of breach, the non-breaching party shall give ninety (90) days’ advance written notice of termination to the other party specifying the breach and giving that party an opportunity to cure the breach during such time. This Agreement shall be governed by the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule.

 **Provider Council on Dairy Cattle Breeding**

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 Signature Signature

 [Print Name] Joāo Walter Dürr

 Date: [mm/dd/yyyy] Date: [mm/dd/yyyy]