

**Material License Agreement among  
Council on Dairy Cattle Breeding,  
Research Recipient, and the  
Providers party hereto**

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This Material License Agreement (this "Agreement"), dated as of [DATE], is by and among the Council on Dairy Cattle Breeding, an Ohio non-profit corporation ("CDCB"), [RESEARCH RECIPIENT NAME], a [STATE AND TYPE OF ORGANIZATION] ("Research Recipient"), and the data providers who have signed this Agreement below (each a "Provider").

- A. CDCB and each Provider are party to a material license agreement (each a "Material License Agreement") that governs how CDCB may use certain data provided by Providers to CDCB;
- B. Each Material License Agreement prohibits CDCB from releasing certain data to any third party except pursuant to: (1) that certain CDCB-USDA/ARS non-funded cooperative agreement #58-1245-3-228N, effective December 31, 2012, between CDCB and the United States Department of Agriculture, Agricultural Research Service; or (2) the specific written approval of the applicable Provider consistent with a separate agreement between Provider and the recipient of the data; and
- C. CDCB and each Provider desire to release to Research Recipient certain data collected, edited, and compiled by Providers from the owners of dairy animals or herds, the use of which by CDCB is governed by the Material License Agreements, as identified on Exhibit A ("Confidential Materials and Records"), and Research Recipient desires to use such Confidential Materials and Records solely as permitted by this Agreement.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

- 1. CDCB will provide to Research Recipient the Confidential Materials and Records (which may include electronic access via a website, database, or otherwise). The Confidential Materials and Records shall not include any names or addresses associated with herd ownership.
- 2. Each Provider represents that it has legal control (by ownership, license, authority, or otherwise) in and to the Confidential Materials and Records, that CDCB has the right, power and authority to submit the Confidential Materials and Records to Research Recipient, and that the rights granted hereunder to Research Recipient do not conflict with any applicable law or agreement by which such Provider is bound or require payment or other consideration to any third party.
- 3. Research Recipient has a non-exclusive, revocable right to use the Confidential Materials and Records for non-commercial research purposes only. Except for the limited license granted by this Agreement, Research Recipient has no right, title, or interest in or to the Confidential Materials and Records.
- 4. Research Recipient shall not release Confidential Materials and Records to any third party without the prior written consent of CDCB and each Provider, which consent may be withheld for any reason.
- 5. Each Provider and CDCB disclaim any and all representations and warranties with respect to the accuracy of the Confidential Materials and Records, and no Provider nor CDCB shall have any liability in any way related to Research Recipient's use of the Confidential Materials and Records.
- 6. Research Recipient shall provide to CDCB for its approval (not to be unreasonably withheld) a draft of any proposed publication that relates to or references any portion of the Confidential Materials and Records at least 30 days prior to submission for publication. If practical, such publication shall acknowledge CDCB and each

Provider's contribution of the Confidential Materials and Records to the applicable research.

7. If requested by CDCB at any time and for any reason, Research Recipient shall destroy or return to CDCB (or discontinue any electronic access) the Confidential Materials and Records, as directed by CDCB.
8. This Agreement may be terminated at the discretion of any party at any time upon 30 days' written notice to the other parties at the addresses set forth below. Upon termination of this Agreement for any reason, Research Recipient shall have no right to use the Confidential Materials and Records for any purpose and shall not publish any research that relates to or references the Confidential Materials and Records.
9. Any provision of this Agreement that must survive in order to give proper effect to its intent, including without limitation Sections 4–11, shall survive indefinitely any termination of this Agreement.
10. This 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 all parties.
11. 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.

**Council on Dairy Cattle Breeding**  
[Address]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[Research Recipient]**  
[Address]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[Provider(s)]**  
[Address]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit A**

[Describe Confidential Materials and Records.]