**DATA SHARING AGREEMENT**

This Data Sharing Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”), by and between **AccessLex Institute**, a non-stock corporation organized under the laws of the State of Delaware, with its principal place of business at 10 North High Street, Suite 400, West Chester, PA 19380 (“AccessLex”), and [**INSERT PARTICIPATING SCHOOL**], with its principal place of business at [INSERT ADDRESS] (“Institution”) (each a “party,” and collectively, “the parties”).

1. AccessLex is engaged in a bar exam success initiative (the “Bar Exam Study”). In connection with the Bar Exam Study, Institution has agreed to share data with AccessLex about its students who have graduated the Institution and taken the bar exam in the years [INSERT RANGE]. This Agreement sets forth the terms and conditions by which Institution’s data will be shared with AccessLex.
2. In consideration for sharing its data with AccessLex for the Bar Exam Study, Institution [INSERT DELIVERABLE(S)]. The(se) report(s) will explain and illustrate significant and useful findings from the analyses and make recommendations, where appropriate. The report will provide tangible information premised on informing action.
3. This Agreement will begin on the Effective Date and continue unless terminated upon thirty (30) days’ written notice to the other party.
4. Prior to transferring any student data (“Data”) to AccessLex, Institution will de-identify all personally identifiable information and/or student records that can be associated with a specific individual (collectively, “PII”).
5. Subject to the terms and conditions of this Agreement, Institution grants to AccessLex an indefinite, unlimited, irrevocable, non-exclusive, transferable, sublicensable, royalty-free, right and license to use Institution’s Data for analysis and research.
6. Institution retains ownership of, and all rights and licenses to, its Data, and AccessLex may collect, store, access, use, process, and maintain Institution’s Data only in accordance with this Agreement and applicable law.

1. All Institution Data will be stored in a secure manner, accessible on a need-to-know basis only. AccessLex will not access, use or disclose such Data except as permitted or required by the Agreement. If required by a court of competent jurisdiction or an administrative body to disclose Institution’s Data, AccessLex will notify Institution in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give Institution an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so).
2. Institution hereby represents and warrants that all Data provided under this Agreement complies with Institution’s policies and all applicable laws.
3. Institution agrees to indemnify, defend and hold harmless AccessLex and its affiliates from and against any and all claims, including but not limited to, those arising in tort, liabilities, losses, damages, costs, and expenses, including but not limited to reasonable attorneys’ fees and expenses, arising out of or in connection with any breach of this Agreement by Institution.
4. AccessLex agrees to indemnify, defend and hold harmless Institution from and against any and all claims, including but not limited to, those arising in tort, liabilities, losses, damages, costs, and expenses, including but not limited to reasonable attorneys’ fees and expenses, arising out of or in connection with any breach of this Agreement by AccessLex.
5. During the Term, each party will obtain and maintain at its own expense insurance covering that party for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under or loss, compromise, disclosure, or acquisition of information shared pursuant to this Agreement, including any negligent or wrongful acts or omissions.
6. The data handling and indemnification obligations of each party under this Agreement will continue post-termination unless otherwise agreed upon in a separate writing between the parties.
7. This agreement will be construed in accordance with the laws of the State of Delaware, without reference to conflict of laws principles applicable therein. Each party consents to the exclusive jurisdiction of the courts of the State of Delaware and the United States District Court for the Eastern District of Pennsylvania in connection with any claim or dispute arising under or in connection with this Agreement. This Agreement contains the entire agreement between the parties concerning the protection of Institution’s Protected or Private Information disclosed hereunder. This Agreement supersedes any other prior or contemporaneous agreements or understandings, whether written or oral, concerning the protection and the sharing of Institution’s Protected or Private Information disclosed hereunder. No waiver by any party under this Agreement of any term or condition of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, AccessLex and Institution have caused their duly authorized representatives to execute this Data Sharing Agreement as of the Effective Date above.

|  |  |
| --- | --- |
| **AccessLex Institute** | **[INSTITUTION]** |
| By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: Aaron Taylor | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: SVP & ED, Center for Legal Education Excellence\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |