This Researcher Access Agreement (RAA) confirms the rules and behaviors expected of Civil Justice Data Commons (CJDC) users, pursuant to their approved Research Proposals. Research leads and their team members agree to the following conditions for the duration of their research project.

1. USE OF DATA

1.1. Use of Data and Research Results.

1.1.1. Researcher(s) may only use the CJDC solely for the purpose(s) in their approved Research Project.

1.1.2. Researchers may publish summaries, analyses, and interpretations of data accessed through the CJDC, they may not publish, distribute, share, sell, reproduce, or otherwise provide any of the data.

1.1.3. CJDC may reference reports and results generated by Researcher(s), with attribution, to promote the CJDC and inform Data Providers.

1.2. Data Removal. Researcher(s) will not download, print, email or otherwise remove or transfer Data from the secure CJDC environment. Data shall not be transferred to any electronic device (including but not limited to computer, phone or tablet). Research results may be removed from the CJDC analytic environment after review and release by CJDC staff.

1.3. No Contact with Individuals. Researcher(s) shall in no way attempt to identify, re-identify or contact individuals associated with the Data. Furthermore, Researcher(s) shall not attempt to obtain or otherwise acquire any identifiable information associated with the Data.

1.4. Privacy in Cell Size. Researcher(s) will only publish data in such a way that no person, organization or entity could be reasonably identified or re-identified. For the most part, this means products of research including analytic outputs, summary statistics, non-public metadata, and combinations thereof must contain no cell size smaller than 11. On our review, should we find cells that exceed the disclosure avoidance limitation, we will return the output to the researcher to revise and resubmit. Furthermore, future users of CJDC will undergo additional scrutiny if they request use of personal identifiers, and public release of such information will be made with full knowledge of the contributing court. In some cases where re-identification risk is particularly high, Researcher(s) will apply larger cell size restrictions to reduce the risk of re-identification.

1.5. Modification of Data Use. If Researcher(s) desires to use the Data for a different purpose than is specified in the Research Project, then Researcher(s) shall obtain prior written consent
from CJDC by way of an amendment to this agreement or by way of a new agreement. Researcher(s) agrees not to license, transfer, or sell the Data. Commercial use of the Data is not permitted.

1.6. **Security and Use.** Researcher(s) will only use the Data through the CJDC analytic platform. Any Researcher(s) shall notify CJDC of any unauthorized use or disclosure of Data immediately.

2. **INTELLECTUAL PROPERTY RIGHTS**

2.1. **Background Intellectual Property.** It is recognized and understood that Researchers may be engaged in proprietary research and development activities. CJDC and Researchers have rights to their own separate intellectual property and may further have materials and technologies that are the subject of various pending patent applications, which are not affected by this agreement or by any amendment to this agreement. This agreement in no way confers any license, or right to a license, under any pre-existing patent or proprietary interests of CJDC to the Researcher.

3. **PUBLICATION AND REPORTS**

3.1. **Publication.** As required by specific CJDC Data Providers, Researcher(s) will comply with pre-publication reviews of analytic outputs including reports, presentations, and manuscripts. This review is not intended to restrict publication. Data Providers will have 30 days to review the materials and if no comments are submitted to the Researcher(s) in this time period, approval is implied.

3.2. **Citations.** Researcher(s) agrees to use the CJDC appropriate citation standards that are associated with each dataset provided by Data Providers, accessible on the CJDC website, and listed below. Acknowledgement: "Civil justice court data for this study were accessed through the Civil Justice Data Commons, Georgetown University." Citation: Civil Justice Data Commons (Publication Year). Dataset Name. Identifier.

3.3. **Reporting Requirements.** The Principal Investigator shall provide a project status update summary of Research Results every twelve (12) months from the Effective Date to CJDC, which CJDC shall retain in confidence.

3.4. **Final Report.** Within thirty (30) days of the Research Project’s completion or expiration or termination of this agreement, whichever occurs first, Principal Investigator shall complete the CJDC Project Completion Checklist and Exit Survey, provide CJDC with a final report, which shall include a comprehensive summary of the Research Project undertaken and any Research Results achieved in connection with the Research Project.

4. **DISCLAIMER**

4.1. **Disclaimer.** The Data are provided AS IS without any WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, ACCURACY, RELIABILITY, COMPLETENESS, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, EXCLUSIVITY, RESULTS
4.2. Communication and Notice. Any notice or other communication required or permitted under this agreement shall be in writing, shall specifically refer to this agreement, and shall be deemed effective upon receipt. Any notice or communication shall be emailed to CJDC@georgetown.edu.

5. TERM AND TERMINATION

5.1. Term and Termination. This agreement shall terminate upon completion of the Research Project or one (1) year from the Effective Date, whichever occurs first, reviewed for renewal annually, unless terminated or modified sooner. CJDC may terminate this agreement on ten (10) days written notice. Access is at the discretion of CJDC. CJDC may revoke access if any of the terms above are violated or for other reasons.

5.2. Termination of Access. Upon termination or expiration of this agreement, whichever occurs first, the rights granted to Researcher(s) to access the Data shall terminate immediately. Results stored within the CJDC may be released to Researcher(s) at CJDC’s sole discretion.

5.3. No Release Upon Termination. Upon termination or expiration of this agreement, nothing herein shall be construed as a release of either the Researcher or CJDC from any obligation that matured prior to the termination or expiration of this agreement.