

Researcher Access Agreement

November 17, 2022

This Researcher Access Agreement (“RAA”) sets forth the rules and behaviors expected of Civil Justice Data Commons (“CJDC”) approved Researchers, pursuant to their approved Studies. A Study is an approved scope of research and allows access to CJDC data (“the Data”), provided by the CJDC’s partners (“Data Providers”). The Data and associated computing resources are accessed through Redivis, a web-based interface. Research leads and their team members (collectively, “Researchers”) agree to the following conditions for the duration of their Study:

1. USE OF DATA

1.1. Use of Data and Research Results.

1.1.1. Researchers shall only use access to the Data solely for the purpose(s) defined in their approved Study and in accordance with the data privacy best practices provided by CJDC.

1.1.2. Researchers shall not license, transfer, or sell the Data. Only Non-Commercial use of the data is permitted. Non-Commercial means any use not intended for or directed towards commercial advantage or monetary compensation.

1.1.3. Researchers may publish summaries, analyses, and interpretations of the Data; they may not publish, distribute, share, sell, reproduce, or otherwise provide any of the Data to any unauthorized third parties.

1.1.4. CJDC may reference reports and results generated by Researchers, with attribution, to promote the CJDC and inform Data Providers.

1.2. Data Removal. Researchers SHALL 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 products in the form of summaries, analyses, and interpretations of the Data may be removed from the CJDC analytic environment in accordance with the limits on publication set forth by this agreement.

1.3. No Contact with Individuals. Researchers 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 personally identifiable information associated with the Data.

1.4. Privacy in Cell Size. Researchers shall only publish data in such a way that no person, organization or entity could be reasonably identified or re-identified. Products of research—including analytic outputs, summary statistics, non-public metadata, and combinations thereof—must contain no cell size smaller than 11.

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1.5. Modification of Data Use. If Researchers desire to use the Data for a different purpose than is specified in the approved Study, then Researchers shall obtain prior written consent from CJDC by way of an amendment to the approved Study or by way of a new approved Study.

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

1.7. Special Exemptions to Terms of Use. At the sole discretion of the CJDC, Researchers may request an exception to one or more of the terms listed above in 1. USE OF DATA to meet the research needs of a specific study. Any such exception is conditional on the approval of the CJDC and revocable if any conditions of that approval are violated.

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 Researchers.

3. PUBLICATION AND REPORTS

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

3.2. Citations. Researchers agree 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 start date of the approved Study to CJDC, which the CJDC shall share with the relevant Data Providers and otherwise 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

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CJDC Project Completion Checklist and Exit Survey, and provide CJDC with a final report, which shall include a comprehensive summary of the Research Project undertaken, any Research Results achieved in connection with the Research Project, and any publications resulting from 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 OBTAINED FROM USE, OR FREEDOM FROM PATENT, TRADEMARK, OR COPYRIGHT INFRINGEMENT.

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 communicated by email 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 start date of the approved Study, 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 at the sole discretion of the CJDC.

5.2. Termination of Access. Upon termination or expiration of this agreement, whichever occurs first, the rights granted to Researchers to access the Data shall terminate immediately. Results stored within the CJDC may be released to Researchers 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 Researchers or CJDC from any obligation that matured prior to the termination or expiration of this agreement.

THE UNDERSIGNED RESEARCHER ACKNOWLEDGES THAT THEY HAVE READ THE ABOVE RESEARCHER ACCESS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS:

x _____

Date: _____

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Researcher Name: _____

Researcher Organization and Title: _____

Researcher Contact Information:

Address: _____

Email: _____

Phone: _____