



## **License and Data Security Agreement**

### **Purpose and Consideration of the License Agreement**

This agreement shall set the scope of the license granted by The Trustees of Indiana University to \_\_\_\_\_ (“Sponsoring Institution”) and \_\_\_\_\_ (“Researcher”) (together, “User” and/or “Users”) to access and use Indiana University (“IU”) Data, as defined herein. Both Researcher and Sponsoring Institution must execute this Agreement for it to be valid. Consideration for this Agreement shall consist of the mutual promises contained herein. The parties agree that monetary compensation shall neither be expected nor received as consideration.

### **Definition of the Data**

The data comprises a dataset of about 53.5 billion anonymous HTTP requests gathered directly by the IU School of Informatics and Computing from the border router on IU’s network (the “Click Dataset”). For each request, a record was created with the following fields: a timestamp; the requested URL; the referring URL; a Boolean classification of the user agent; and a Boolean flag for whether the request was generated inside or outside IU. The dataset has two collections: (1) raw, where only the host name of the referrer is retained; and (2) raw-url, where the full referrer URL is retained. The procedures used to collect the data were designed to exclude users’ personally identifiable information.

### **Grant of License**

IU grants User the limited, non-exclusive, nontransferable, worldwide right for the duration of the Term to access and use the data in the entire Click Dataset (the “Data”) for non-commercial research purposes only, subject to the terms and conditions in this Agreement and any applicable law. This grant of license gives User no ownership rights in the Data, which remains the exclusive property of IU.

### **Open Source License Restrictions**

User shall not use, incorporate, modify, distribute, provide access to, or combine the Data in any way with any other computer code or intellectual property in a manner that would subject the Data to Open Source License Terms.

### **Term**

The Term of this license begins on the date last written herein and shall continue for \_\_\_\_\_ years from that date. In the event User breaches this Agreement, IU may revoke User’s license at any time. The Agreement may also be terminated by mutual consent in writing.

At the termination of this Agreement, User shall return or permanently and securely delete or

destroy Data and any derivative data, including any backups or copies, and confirm to IU in writing that it has done so.

## **Confidentiality and Data Security**

User acknowledges that the Data is proprietary, non-public, confidential information that shall be and remain the property of IU.

User will comply with a strict practice and procedure related to confidentiality and security of the Data, and shall:

- (a) Limit access to the Data solely to those individual researchers who have agreed in writing to be bound by the terms of this Agreement;
- (b) Protect the confidentiality of the Data, which protection shall, in each instance, be no less than a commercially reasonable degree of care, and at least to the same extent and in the same manner that the User protects the confidentiality of its own proprietary and/or confidential information;
- (c) Not copy or reproduce any Data unless User has received IU's prior written consent, except backups and copies necessary to carry out the research; and
- (d) Promptly notify IU both orally and in writing if any Data in User's possession is the subject of a legal request for disclosure or is improperly used, disclosed, copied, or removed by anyone except for proper use, disclosure, copying or removal by an authorized representative of IU or User, as applicable.

User understands that the Data may contain stray personally identifiable or sensitive information in the URL records due to the manner in which query strings may be used by some web sites. Such information includes, but is not limited to, names, social security numbers, usernames, passwords, account numbers, or other personal identifiers. User represents and warrants that, should it discover any such sensitive data, it will permanently and securely delete that information from its copy of the Data and notify IU of the presence and location of such information so that it can be permanently and securely deleted from any other copies of the Data.

User's confidentiality and security obligations with respect to the Data shall survive the termination of this Agreement.

## **Indemnity**

User will indemnify, defend, and hold harmless IU and its Trustees, affiliates, employees, agents, and contractors from and against any and all damages, costs, liabilities, claims, losses, and expenses by third parties arising from the conduct of User under this Agreement, including but not limited to any misuse of the Data that exceeds the license granted by this Agreement; any failure to comply with the confidentiality provisions of this Agreement; or any claims that User's use of the Data violates any intellectual property rights of any User.

IU shall give prompt written notice to the User of any Claim, provided that failure to do so shall not be deemed a breach of this Agreement, and such failure to do so shall not relieve User of its indemnity obligation if such delay does not prejudice the defense thereof. User will not enter into any settlement agreement to resolve such Claim without the express written consent of IU.

## Limitation of Liability

To the extent permitted by applicable law, neither IU nor any of its Trustees, affiliates, employees, agents, or contractors, will be liable for any indirect, consequential, exemplary, punitive, special, or incidental damages arising in connection with this Agreement or User's use of the Data.

## Choice of Law and Choice of Forum

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Indiana. Any action arising under or to enforce this Agreement shall be brought only in courts of competent jurisdiction located in the Southern District of Indiana.

**IN WITNESS WHEREOF**, the parties have by their duly authorized representative set forth their signatures.

Indiana University:

User:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed name)

By: \_\_\_\_\_  
(Printed name of Researcher)

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Data Steward:

Sponsoring Institution:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name of Data Steward)

By: \_\_\_\_\_  
(Name of Sponsoring Institution)

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_