

**INSTITUTE FOR RESEARCH ON INNOVATION AND SCIENCE (IRIS)
RESTRICTED DATA USE AGREEMENT**

This Restricted Data Use Agreement (“Agreement”) is by and between The Regents of the University of Michigan, a Michigan Constitutional corporation with its principal place of business in Ann Arbor, Michigan (“Michigan”) and _____ (“User”) and is effective on _____ (the “Effective Date”)

WHEREAS, The Institute for Research on Innovation and Science (IRIS) has been established at the University of Michigan to house a large scale, impartial repository of data provided by Member Institutions regarding the results of science investments built on UMETRICS, an initiative begun by the CIC universities in March 2013, and the enhanced data produced for the NIH-led STAR METRICS program;

WHEREAS, User wishes to access data from the IRIS repository for approved uses.

NOW, THEREFORE, the parties, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

1. Michigan shall provide User with access to certain data, as specifically defined in Appendix A, which is attached and incorporated herein, in the form of a de-identified data set (the “Data”) via the IRIS virtual data enclave (the “Enclave”) in accordance with the terms and conditions of this Agreement.
2. The following individuals (the “Authorized Parties”) are authorized to access and use the Data or any part of it on behalf of User and by signature below they each acknowledge and understand the terms of this Agreement. No other individuals are authorized to access or use the Data.

Name: _____ Signature: _____

Name: _____ Signature: _____

(Use an attachment to list any additional Authorized Parties. This attachment must be signed by Michigan and the approved representative of the User’s institution.)

3. User and any Authorized Party on User’s behalf may access and use the Data only for the limited purpose specifically defined in Appendix B, which is attached and incorporated herein.
4. User agrees to limit their work with the Data as follows:
 - a. Not to use or further disclose the Data or any information contained therein other than as permitted by this Agreement or required by applicable law.
 - b. Not to attempt to extract, copy, or otherwise remove the Data or any part of it from the Enclave.
 - c. To report to Michigan any use or disclosure of the Data or any part of it not authorized by this Agreement of which User or any Authorized Party becomes aware.

- d. To ensure that any Authorized Parties understand and agree to the same restrictions and conditions that apply to the User under this Agreement.
 - e. Not to use the information contained in the Data to identify the individuals whose information is contained in the Data, nor to contact them under any circumstances.
 - f. Not to take screen shots or other video or image grabs of any displayed data.
 - g. That if the identity of any person or institution should be discovered inadvertently; (i) no use will be made of this information, (ii) Michigan will be advised of the incident within one (1) business day of User's discovery of the incident, (iii) the information that would identify the person, or institution will be safeguarded or destroyed as requested by Michigan and a written certification of destruction provided to Michigan, and (iv) no one else will be informed of the discovered identity except as required by law.
 - h. If a publication by an Authorized Party results from research using the Data, User and Authorized Party will acknowledge the IRIS at the University of Michigan as the source of the Data and will provide IRIS with an electronic copy of the publication.
5. The parties agree that any derivative data or file(s) that are created from the Data and released to the user by IRIS may be retained by the User for the full term of this Agreement including any extensions granted pursuant to Section 6. Data and files developed through the user's work in the enclave will be maintained by IRIS for the duration of the project described in Appendix B and will be archived by IRIS for replication purposes after the project ends. At the end of the project period the User is authorized to retain any code, program files, and derivative data files that do not contain Data and any files or data released to the user by IRIS.
6. The Term of this Agreement shall commence as of the Effective Date and shall terminate one year thereafter unless extended by mutual written agreement of the parties.
7. In the event Michigan becomes aware of any use of the Data or any part of it that is not authorized under this Agreement or required by applicable law, Michigan may terminate this Agreement upon notice and disqualify (in whole or in part) the User or any Authorized Parties, or both, from receiving IRIS information in the future.
8. Upon termination of this Agreement, the parties agree that User's access to the Data via the Enclave shall end. User agrees that they shall not retain the Data, any parts thereof, or any copies of the Data.
9. The respective rights and obligations of User under Articles 2, 3, 4 shall survive the termination of this Agreement.
10. MICHIGAN MAKES NO REPRESENTATIONS NOR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE DATA OR THE ENCLAVE. MICHIGAN EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
11. User agrees that they shall not, by virtue of this Agreement, acquire any ownership, intellectual property, or other proprietary rights in the Data.

12. Each Party to this Agreement is an independent contractor. Nothing in this Agreement shall constitute, be construed, or create an employment relationship, a partnership, or a joint venture between the Parties.
13. User may not assign its rights or cause to be assumed any of its obligations hereunder without the prior written consent of Michigan. Subject to the foregoing, this Agreement shall apply to, be binding in all respects upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
14. User shall, to the extent allowed by law, defend, indemnify and hold harmless Michigan from and against any and all claims, losses, causes of action, judgments, damages and expenses to the extent caused by User's negligent actions, omissions, or breaches of this Agreement.
15. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be limited and construed so as to make it enforceable or, if such limitation or construction is not possible, such provisions shall be stricken from the Agreement. In such event, all other provisions shall remain in full force and effect, unless such enforcement would be inconsistent with the purposes of this Agreement.

WHEREFORE, the parties, through their authorized representatives, hereby accept and agree to the terms and conditions of this Agreement.

**THE REGENTS OF THE UNIVERSITY
OF MICHIGAN**

USER

Authorized Official: _____

Authorized Official: _____

Title: _____

Title: _____

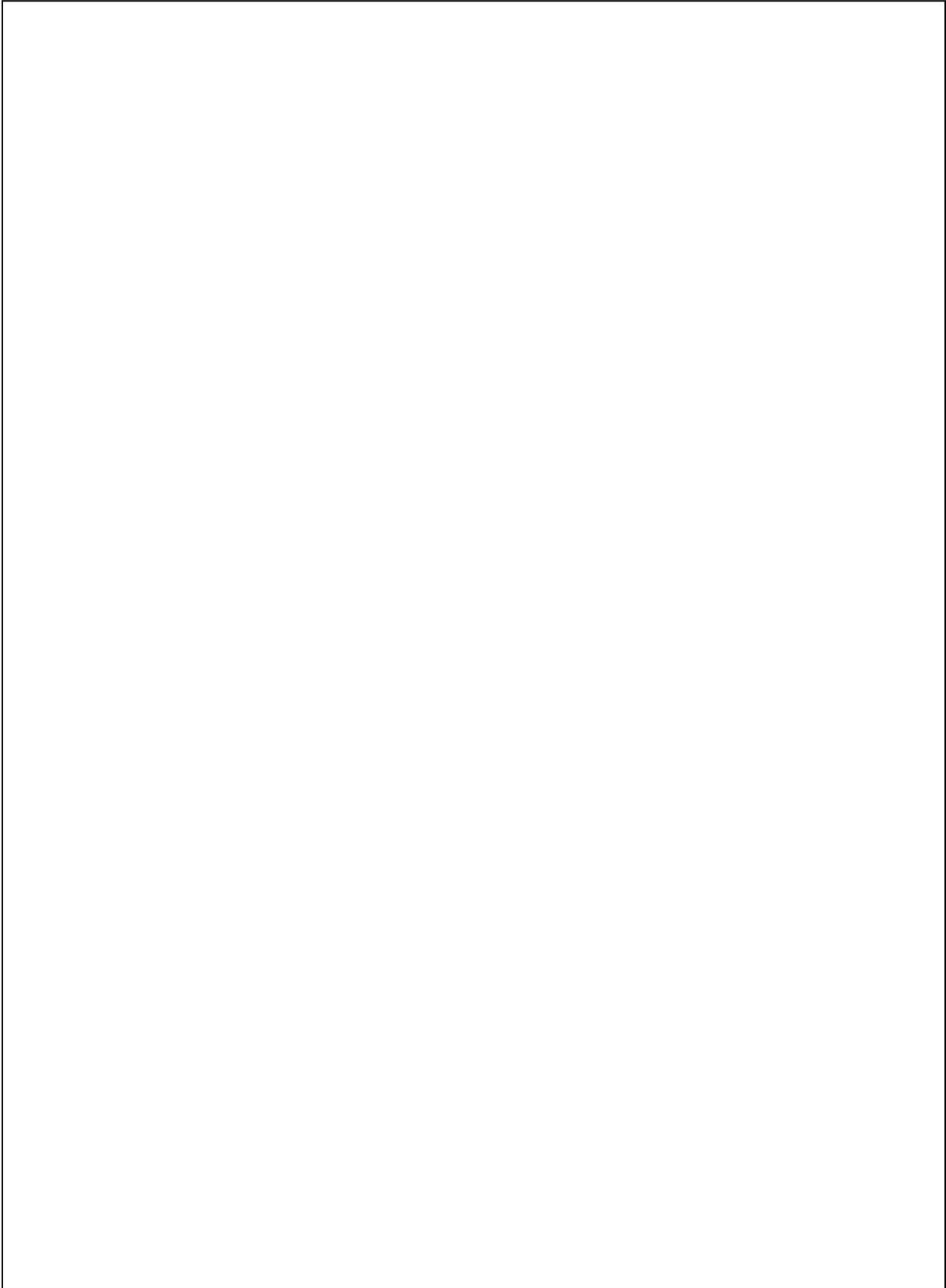
Signature: _____

Signature: _____

Date: _____

Date: _____

Appendix A
Requested Data Elements



Appendix B
Research Activity

