

**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 _____ (“Institution”) 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, Institution 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 Institution 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 secure virtual data enclave (the “Enclave”) in accordance with the terms and conditions of this Agreement.
2. The following individuals (the “Authorized Users”) are authorized to access and use the Data or any part of it on behalf of Institution 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: _____ Name: _____

Name: _____ Name: _____

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

3. Institution agrees that an Authorized User may access and use the Data only for the limited purpose specifically defined in Appendix B, which is attached and incorporated herein. Institution shall pay any required seat fees, if applicable, for Authorized Users as stated in Appendix C, which is attached and incorporated herein.
4. Institution further agrees:
 - 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 Institution or any Authorized User becomes aware.
- d. To ensure that any Authorized Users understand and comply with the same restrictions and conditions that apply to the Institution 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 Institution'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 or report by an Authorized User results from research using the Data, Institution will require Authorized User to acknowledge IRIS at the University of Michigan as the source of the Data and will provide IRIS with an electronic copy of the publication or report.
5. The parties agree that any derivative data or file(s) that are created from the Data and released to the Authorized User by IRIS may be retained by the Institution for the full term of this Agreement including any extensions granted pursuant to Section 6. Data and files developed through the Authorized 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 Institution is authorized to retain any code, program files, and derivative data files that do not contain Data or any files or data released to the Authorized User by IRIS.
 6. The Term of this Agreement shall commence as of the Effective Date and shall terminate upon completion of the project described in Appendix B. Researchers must comply with the Virtual Data Enclave Acceptable Use Policy, complete IRIS training, provide an updated IRB determination letter to Michigan, and submit a brief progress report annually.
 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 Institution or any Authorized Users, or both, from receiving IRIS Data in the future.
 8. Upon termination of this Agreement, the Authorized Users access to the Data via the Enclave shall end. Institution agrees that neither it nor any Authorized User(s) shall retain the Data, any parts thereof, or any copies of the Data.
 9. 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.

10. Institution agrees that it shall not, by virtue of this Agreement, acquire any ownership, intellectual property, or other proprietary rights in the Data.
11. 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.
12. Institution 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.
13. Except to the extent prohibited by law, Institution assumes all liability for damages which may arise from its use, storage, disclosure or disposal of the Data. Michigan will not be liable to Institution for any loss, claim, or demand made by Institution, or made against Institution by any other party, due to or arising from the use of the Data by Institution, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Michigan. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.
14. 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**

INSTITUTION

Authorized Official: _____

Authorized Official: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

**ACKNOWLEDGED BY AUTHORIZED
USERS:**

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____



Appendix A
Requested Data Elements

Current UMETRICS dataset

Appendix B
Purpose of Data Use

If a research use, include research question(s), hypotheses, and proposed methodology. If a non-research use, describe goals and purpose.

Appendix C
Seat Fee Payments

Effective August 1, 2018, authorized users who are not affiliated with an IRIS member institution at the time of application for access will be charged a non-refundable seat fee of \$1250 per person (\$625 for postdocs and students) and thereafter to be paid annually to access the IRIS data. Seat fees will be charged for any non-affiliated authorized users even if they are part of an application with authorized users from IRIS member universities. If an authorized user's institution subsequently joins IRIS, no further fees will be charged beyond the initial seat fee.

Seat fees applicable?

- Yes
- No

Annual Seat Fees (billing period is September-August)

Date of DUA full execution	Faculty seat fee	Student & Postdoc seat fee
September-November	\$1,250.00	\$625.00
December-February	\$937.50	\$468.75
March-May	\$625.00	\$312.50
June-August	\$312.50	\$156.25

Subsequent invoicing will occur for the full seat fee per authorized user in September each year.

Name(s) of Faculty user(s):

- 1.
- 2.
- 3.

Name(s) of Student(s) or Postdoc user(s)

- 1.
- 2.
- 3.

TOTAL SEAT FEES DUE: \$ _____

Invoice contact for seat fees (all fields required)

Name and title:

Physical address:

Phone:

Email: