

INSTITUTE FOR RESEARCH ON INNOVATION AND SCIENCE (IRIS) VDE ACCEPTABLE USE POLICY

The Regents of the University of Michigan (“Michigan”) are making IRIS Materials (as defined below) available to you (“You” or “Your”) through their Institute for Research on Innovation and Science Virtual Data Enclave (“IRIS VDE”). The terms of this VDE Acceptable Use Policy (“Policy”) are an integral part of the INSTITUTE FOR RESEARCH ON INNOVATION AND SCIENCE (IRIS) RESTRICTED DATA USE AGREEMENT (“RDUA”) a binding agreement signed on your behalf by _____ (“Institution”).

IF YOU DON’T UNDERSTAND HOW THIS POLICY APPLIES TO YOUR ACCESS TO OR USE OF THE IRIS VDE OR IRIS MATERIALS, OR YOU THINK THAT YOUR ACCESS TO OR USE WOULD BE IN VIOLATION OF THIS POLICY, CONTACT IRIS (see section 11) BEFORE YOU ACCESS OR USE THE IRIS VDE OR IRIS MATERIALS. YOUR ACCESS TO AND USE OF THE IRIS VDE AND IRIS MATERIALS AS AN AUTHORIZED USER UNDER THE RDUA IS CONDITIONED ON YOUR CONTINUED COMPLIANCE WITH THE TERMS OF THIS POLICY . IF YOU DON’T OR CAN’T ACCEPT THESE TERMS PLEASE STOP HERE AND DO NOT ACCESS OR USE THE IRIS VDE OR THE IRIS MATERIALS.

I. IRIS Materials

“IRIS Materials” means data and related materials provided through the IRIS VDE, together with all software provided or made available by Michigan to enable You to access and use the IRIS Materials. Except for the access and use rights granted in the RDUA or this Policy, or as otherwise indicated to You separately in writing by Michigan, You, have no right, title, or interest in or to the IRIS Materials.

2. Your Account/Access

- To ensure data security, access to IRIS data is only possible within the IRIS VDE.
- Before You can access the IRIS VDE You need to apply for access. By applying, You will be sure that all information You provide in the application form (“*Data Access Application Form*”) is complete and accurate. Michigan reserves the right to refuse access to the IRIS VDE to anyone at any time at its sole discretion. You agree to keep the information on Your Data Access Application Form current and complete so that Michigan may send important notices about Your account and IRIS services from time to time.
- Your user account is issued for one year periods (renewable) as indicated in the RDUA and may only be used for the purposes described in the approved research proposal (and in Appendix B: Research Activity in the RDUA).
- The terms of RDUA, which describes Your use of the IRIS VDE, expires after one year unless extended. Renewal will be considered upon the submission of Your annual project report.

Regardless of the physical location from which You access or use the IRIS VDE and IRIS Materials, You will be considered to be accessing or using information technology of Michigan.

3. Copyright and Other Restrictions

Michigan respects copyright law and requires You to do the same. Michigan expressly prohibits the use of the IRIS VDE for the illegal transmission of copyrighted material, and will, if notified by content owners, disable copyrighted material from being transmitted via the IRIS VDE.

You agree that you will not modify or alter the IRIS Materials except as authorized in writing. You also agree not to bypass, delete, or disable any copy protection mechanisms or any security mechanisms in the IRIS Materials.

Any use of the IRIS Materials other than as specifically authorized herein, without the express prior written permission of Michigan, is prohibited.

4. Code of Conduct

In addition to the terms of the RDU A You agree to abide by the following rules when you use the IRIS VDE.

You will not:

- Use the IRIS Material or IRIS VDE for any purpose not described in the RDU A.
- Merge Your own data with IRIS Materials other than as described in and permitted by the RDU A.
- Import any data which could potentially re-identify IRIS members or permit access to personally identifiable data. (This qualifier is subject to review by an IRIS Enclave representative.)
- Disclose the IRIS Material to third parties or use them for commercial purposes.
- Permit individuals other than Authorized Researchers under the RDU A to view or work with the IRIS Materials.
- Share Your personal or anyone else's IRIS VDE user accounts and authenticators (passwords) or permit the use of remote access capabilities by individuals other than Authorized Researchers under the RDU A. (Please note that Michigan will never ask You to disclose Your password in an unsolicited phone call or email.)
- Modify the IRIS VDE environment (Windows or Linux) or the software installed within it; add user-configurable or unauthorized software.
- Take screenshots or other video or image grabs of any displayed data.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other materials protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the IRIS VDE or another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user that you know, or reasonably should know, cannot be

legally distributed in such manner.

- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the IRIS VDE or IRIS Materials.
- Violate any code of conduct or other guidelines which may be applicable for any particular research.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

You will:

- Safeguard the IRIS Materials from unauthorized use, disclosure, inadvertent modification, destruction.
- Permit security testing and monitoring, including access to user provided content and working materials stored in home folders within the IRIS VDE network drive.
- Immediately notify the IRIS VDE representative of any suspicious system activity or concerns over the use or disclosure of the IRIS Materials.
- Notify Institution and Michigan of any changes to Your research as described in Appendices or B of the RDU A and will not implement the changes without prior written approval of the Institution and Michigan.

5. Suspension and Termination of Your Use of the IRIS VDE

If You breach or violate the terms of the RDU A or this Policy, Your access to and use of the IRIS VDE and IRIS Materials may be suspended or terminated without prior notice to You. You acknowledge that if Your access to or use of the IRIS VDE or IRIS Materials is suspended or terminated, it is possible that You may no longer have access to the data that You created that describes or incorporates IRIS Materials.

You agree that if You breach the RDU A or this Policy Michigan may report Your actions to Your employer and take any available legal actions.

6. Changes to Agreement

Michigan may make changes to this Policy. Michigan will publish changes that have been made only via the following web page: <https://iris.isr.umich.edu/research-data/access/>. You should routinely check the webpage to find out if any changes have been made affect Your use of the IRIS VDE or IRIS Materials. Unless otherwise specified, changes made to the Policy will be effective when they are posted to the web page. IF YOU DO NOT AGREE WITH ANY CHANGES THAT HAVE BEEN MADE, YOU MUST TERMINATE YOUR USE OF THE IRIS VDE AND IRIS MATERIALS.

7. Monitoring

Michigan may monitor Your use of the IRIS VDE AND IRIS Materials to assess compliance with the terms of the RDU A and this Policy.

8. Disclaimer and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE “IRIS MATERIALS” ARE BEING PROVIDED TO YOU ON AN “AS IS” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. MICHIGAN MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY OF THE TLE MATERIALS FOR YOUR PURPOSES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER MICHIGAN, NOR ANY OF ITS RESPECTIVE AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THE RDUa OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

IF YOU ARE DISSATISFIED WITH THE IRIS MATERIALS FOR ANY REASON, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE IRIS MATERIALS.

9. Privacy and Use of Personal Information

Michigan may use Your personal information to process Your requests or transactions, to provide You with information or services You request, to inform You about other information Michigan believes will be of interest to You, to facilitate Your use of, and Michigan’s administration and operation of, the IRIS VDE and services and to otherwise serve You and other users.

Michigan reserves the right to share aggregated demographic information about You with other users. Michigan will not give, sell, rent, share, or trade any of Your personal information or any data that You store using the IRIS VDE to any third party except as outlined in this Policy or with Your consent. Michigan may disclose information to a third party to (a) comply with laws or respond to lawful requests and legal process, (b) to protect IRIS, Michigan, its agents, users, and others including to enforce agreements, policies and terms of use, and (c) in the good faith belief that disclosure is needed to respond to an emergency, or protect the personal safety of any person.

Michigan takes reasonable steps to protect information collected from You to prevent loss, misuse and unauthorized access, disclosure, alteration, and destruction. While Michigan takes reasonable efforts to guard Your personal information, no security system is impenetrable. In addition, Michigan cannot guarantee that any passively-collected personal information You choose to include in documents You store on IRIS VDE systems are maintained at adequate levels of protection to meet specific needs or obligations You may have relating to that information.

10. General

In the event You have any questions about this Policy, You should contact IRIS Research Manager Natsuko Nicholls at hayashin@umich.edu.

By signing this Acceptable Use Agreement, I am acknowledging that I accept and will abide by all the terms and conditions described above.

Signature

Date

Printed name