

USDA Third Party Access Agreement

Primary Collaborator:		Project Title:	
Supporting Academic or Nonacademic Institution:		Start Date:	
		Termination Date:	
Licensed Materials:	Note: Any Licensed Materials to be received by the Collaborator(s) will be limited to the term set forth in the Licenses Agreement between IRI and the USDA.		

TERMS AND CONDITIONS

Ownership. All Information Resources, Inc. (“IRI”) Licensed Materials provided by the United States Department of Agriculture (“USDA”) and shared with the Primary Collaborator and Supporting Institution named above (collectively, “Collaborator”) are owned by IRI. Licensed Materials include reports, data, analyses (“Information”); data dictionaries, reference tools, data methodologies, disaggregated data, data characteristics and attributes (“References”); software (“Software”) or other intellectual property (“Property”), collectively, the “Licensed Materials.”

License. Collaborator holds a limited, non-exclusive license to make use of the Licensed Materials solely for the specific purpose for which Collaborator has been retained by USDA. The scope of the specific purpose is described in the attached as Exhibit A. Collaborator may include excerpts of Information in its research results for the USDA and/or for disclosure in USDA publications, BUT MAY NOT, under any circumstances:

- (i) identify any retailer or manufacturer,
- (ii) disclose any retailer-identifiable or manufacturer-identifiable information, including specific brands or product names and/or
- (iii) disclose any market share data at the retailer, brand or item level in any market.

Before released to the public or disseminated to individuals beyond authorized users under this Agreement, Collaborator must submit to USDA draft copies of all papers, publications and/or products to be reviewed strictly for confidentiality purposes. In addition, USDA will review the draft papers, publications and/or products to ensure consistency with the scope of the purposes described in Exhibit A and that they conform to IRI’s licensing non-disclosure terms, as stated above. In all published writings by Collaborator, any portions of the Licensed Materials that are disclosed must show IRI’s copyright; be accurately labeled; and not be presented in a misleading manner. Collaborator agrees to make available to IRI the results of Collaborator’s published research. Subject to copyrights, IRI may use and disclose the published results in its business. Collaborator will use IRI’s Licensed Materials ONLY for specific purposes described in Exhibit A and on behalf of the USDA.

Use Restrictions Unless expressly authorized by this Agreement, Collaborator may not:

- (i) use the Licensed Materials provided under this Agreement for any research or project outside of the scope that has been pre-specified and pre-approved, as set forth in Exhibit A;
- (ii) host or distribute the Licensed Materials through the Internet or any other medium;
- (iii) use the Licensed Materials to perform projects initiated by other organizations, including, but not limited to, commercial entities, foundations, industry groups, government agencies, or non-profit organizations, or in the performance of work (including without limitation, litigation support) for any another person, firm, consortium, or institution, however legally organized;
- (iv) provide the Licensed Materials to any affiliate or members of any joint venture or consortium to which Collaborator belongs;
- (v) distribute the Licensed Materials to any organization providing Collaborator with a grant or funding;
- (vi) decompile, reverse engineer, disassemble, sublicense, distribute, dispose of, modify, adapt, translate, or remove any proprietary or copyright legend from any Licensed Materials; and/or
- (vii) use the Licensed Materials for consulting purposes of any kind. Collaborator may apply for and receive funding from sources including, but not limited to, universities, Federal agencies and research foundations for the approved research as specified in Exhibit A using the Licensed Materials provided under this Agreement.

Prohibition Against Non-Specified Use. ANY USE OR DISCLOSURE OTHER THAN AS SPECIFIED IN THIS LICENSE IS PROHIBITED WITHOUT IRI’S PRIOR WRITTEN CONSENT.

Confidentiality. Collaborator shall maintain the security and confidentiality of the Licensed Materials, as well as any information Collaborator may learn about the terms of the relationship and/or contracts between IRI and the USDA, as it would its own highly confidential information. Collaborator may only disclose Information to its employees or other third party recipients (each a

"Recipient") with a need to know in connection with the specific purpose identified Exhibit A who have signed a non-disclosure agreement with Collaborator with confidentiality obligations no less stringent than those contained in this Agreement. Recipients of Licensed Materials shall maintain such information in an encrypted state. Collaborator shall maintain record of each Recipient requiring access to Licensed Materials. Collaborator shall have in place monitoring tools and controls sufficient to alert of any unauthorized attempt to access Licensed Materials or breach any controls that have been put in place to insure the confidentiality of Licensed Materials. Collaborator shall notify IRI within 24 hours of breach or unauthorized access attempt. Collaborator shall submit annual attestation to the presence and sufficiency of access and monitoring controls. Collaborator shall cause each Recipient to comply with the terms and conditions of this Agreement and shall be responsible for any breach of this Agreement applicable to the use of Licensed Materials by any such Recipient.

Charges. USDA is responsible for only those charges associated with its license grant, pursuant to a separate agreement with IRI. No additional charges will apply pursuant to this Agreement; provided that IRI may suspend this license in the event of nonpayment by USDA under its agreement with IRI.

Breach. IRI would lack an adequate remedy at law and would suffer irreparable injury if this Agreement is violated. In case of violation or imminent violation of this Agreement by Collaborator or any of its employees, IRI shall be entitled to injunctive relief without having to prove irreparable injury, lack of an adequate remedy at law posting bond or waiving any other rights or remedies. Collaborator will reimburse IRI for all expenses (including but not limited to attorneys' fees and expenses of investigation) incurred by IRI in enforcing its rights if Collaborator is shown to have breached this Agreement. IRI may also terminate this Agreement immediately upon notice to Collaborator in the event of breach.

Indemnification. Because IRI products and services are intended for internal use by Collaborator for the benefit of the USDA, each signatory agrees to jointly and severally indemnify and hold harmless IRI, its officers and directors against all claims, damages, losses, expenses or other liabilities arising from the disclosure of Information or use of the Licensed Materials other than in strict compliance with the terms and conditions of this Agreement.

Accuracy. Information consists primarily of estimates, representing IRI's opinion, based on projections using statistical procedures IRI deems appropriate. It is subject to inherent coverage, error rate and other statistical factors. Sources of information are not always under IRI's control.

Limitation of Liability. Because this license is granted by IRI as an accommodation to USDA, Collaborator agrees that IRI will not be liable, whether in contract, tort (including negligence) or otherwise, for any loss, expense, injury or damage of any kind including, without limitation, any actual, direct, indirect, special, incidental or consequential damages, whether suffered by Collaborator, or any other person or entity, even if IRI is advised or has knowledge of the possibility thereof, resulting, directly or indirectly, from IRI's failure to furnish any Licensed Materials; any errors, inaccuracies or omissions in the Licensed Materials; or the use of the Licensed Materials by Collaborator or others. Collaborator agrees that Collaborator's sole and exclusive remedy will be the correction of erroneous Information and References where feasible if timely brought to IRI's attention. These are Collaborator's exclusive remedies.

Termination. The license granted to Collaborator under this Agreement remains in effect for three (3) years from the date of approval by IRI and extensions *may* be granted at the sole discretion of USDA, subject to termination in the event of any of the following:
 (i) USDA has terminated its agreement with Collaborator; or
 (ii) the research project performed by Collaborator for USDA has ended.

Extension requests must be received by USDA at least sixty days (60) prior to the expiration of this Agreement. Notwithstanding the foregoing, IRI may terminate this Agreement at any time upon written notice to Collaborator. Upon termination, Collaborator shall return, destroy or purge all copies of the Licensed Materials and provide written certification of destruction and purging. IRI shall have the right, at its sole expense, to audit compliance with the terms and conditions of this Agreement, upon reasonable notice, during business hours, and in a manner that is not disruptive to Collaborator's business.

General Provisions. This Agreement and the parties' respective rights and duties shall be interpreted and governed in accordance with the laws of the State of Illinois.

[INSERT NAME OF PRIMARY COLLABORATOR]	BY:	DATE:	
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[IF PRIMARY COLLABORATOR IS AN INDIVIDUAL, INSERT NAME OF SUPPORTING INSTITUTION]	BY:	DATE:	
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USDA/ERS	BY:	DATE:	
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INFORMATION RESOURCES, INC.	BY:	DATE:	
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Exhibit A: Project Description

I. Project Working Title

II. Primary Collaborator and Supporting Institution

Please list all contact information, including email address.

Primary Collaborator:

Academic/Nonacademic Supporting Institution::

III. USDA/ERS Contact

List ERS contact or investigator(s), including contact information, branch, and division.

IV. Specific Purpose and Expected Output

Please be as specific as you can; include conference presentations, journal articles, web postings, ERS publications and any other release of the findings. Please include this standard language in this section:

Under no circumstances will any retailer-identifiable or manufacturer-identifiable information be released from this project. Anything published from this work will be an aggregated estimate based on regression analysis or cross-tabulated means. All manuscripts and talks will be cleared through ERS before submission or presentation.

Data Requirements:

A. Type of Licensed Materials

1. Indicate if any of the following types of data requested (check all that apply):

Household Data

- National Consumer Panel/Household Panel Demographic Data
- Trip – National Consumer Panel/Household Panel Trip Transaction Data
- MedProfiler Survey covering a variety of individual issues including health opinions, health concerns, medical conditions, diet types, allergies and lifestyles.
- RX Pulse longitudinal Rx and OTC consumer based panel which monitors total Rx and OTC drug usage on an ongoing basis across key segments.

Point-of-Sale Data

- POS RMA Level
- POS Private Label
- POS Store Level
- Random Weight RMA Level
- Random Weight Store Level

Product/Store Dictionary/Attributes

- Product Dictionary IRI
- Random Weight Dictionary
- Store Dictionary

Additional Collaborators:

Please list all non-USDA individuals who will be involved in the research, including students and research assistants, along with their contact information, including email address.

Summary

Short, 3-5 sentence (maximum) description of the project. It should be a concise statement which can stand alone. Include the years of IRI data you intend to use.

Background and Rationale

Provide a detailed description, including the issue to be addressed and potential findings.

Objectives and Key Questions

List the questions, objectives, or hypotheses.

Value of Research to ERS/USDA

Include ERS research objectives and policy implications.