

## DATA Initiative at Northeastern: Research Affiliate Agreement

The Research Affiliate ("RA") volunteer position is a designation for individuals who wish to conduct research activities in collaboration with DATA Initiative at Northeastern ("DIN"). The title of "Research Affiliate at DATA Initiative at Northeastern" does not signify a formal association with or employment by Northeastern University. In consideration for participating in the research activities at DIN, the RA agrees to the following:

1. RA may request access to digital publications, data, information, software, and the like that have been acquired by and licensed to DIN and/or Northeastern University. RA may use these materials only for the duration of the affiliation and solely to the extent necessary in connection with conducting research activities in collaboration with DIN. RA may not retain copies of any such materials after the affiliation termination.
2. RA agrees to hold in confidence all information, data, or materials provided by DIN to RA, or accessed or observed by RA during the affiliation that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary in nature ("Confidential Information"). RA agrees to use Confidential Information only for the purpose of conducting research activities in collaboration with DIN. RA agrees to not disclose, transfer, release, or otherwise provide access to Confidential Information to any third party, unless explicit prior consent by one of the DIN Directors is given in writing. The confidentiality obligations shall not apply to information that: (a) is in the public domain at the time of its disclosure; (b) is known to RA prior to the time of disclosure; (c) becomes public information or generally available to the public except by an unauthorized act or omission of RA; (d) is required by any federal or state law, regulation or statute and/or court or government order to be disclosed. Upon termination of this Agreement, RA will promptly return or destroy, at the DIN's preference, all copies of Confidential Information in RA's possession.
3. RA assigns to DIN all right, title, and interest that RA has or may acquire in any invention, discovery, software, courseware, patent right, copyright, trademark and associated goodwill, and any other intellectual property right arising under any law that were created in connection with conducting research activities in collaboration with DIN during this affiliation.
4. RA agrees to indemnify and hold the DIN Directors harmless from and against any demand, claim, proceeding, loss, cost, expense, damage, or liability of any kind arising from or related to this affiliation.
5. Either DIN or RA may terminate their affiliation at any time and for any reason. RA will no longer seek, and DIN may no longer provide, access to DIN resources following termination of the affiliation.
6. This Agreement shall be governed by the laws of the state of Massachusetts. Nothing herein shall be construed as creating a relationship between the parties of principal and agent, partnership or joint venture, or employee and employer. This Agreement reflects the entire understanding of the parties and supersedes any and all other understandings or agreements between the parties. Neither party may assign their rights or obligations under this Agreement.

***This affiliation is effective on September 1, 2022.***

***By my signature below, I agree to adhere to all the terms and conditions herein as required for my participation as a Research Affiliate at DATA Initiative at Northeastern.***

Agreed to by:

Aditi Namdeo

Research Affiliate Name and Signature

11/30/2022

Date