

## AGREEMENT

***Before signing below, carefully read the terms and conditions of this Agreement.***

FamilySearch International ("FamilySearch") is the owner of select proprietary limited raw data sets or indexes extracted from the *[Insert records]* ("FS Indexed Data") that are the subject of this Agreement. Nothing in this Agreement shall be construed to transfer to You any ownership or use rights in FS Indexed Data beyond those set forth herein; all ownership and all other rights are expressly retained by FamilySearch.

FamilySearch agrees to provide FS Indexed Data to You, and You agree to use FS Indexed Data, solely in accordance with the express terms and conditions listed below.

1. You agree to use FS Indexed Data for the sole purpose of researching *[Insert purpose]*, and to indemnify FamilySearch and its affiliated legal entities for any loss or damage suffered by the same because of your failure to abide by the terms of this Agreement.
2. You agree that You will not provide anyone access to FS Indexed Data other than persons who are directly under your control and who have agreed to be bound by the terms and conditions of this Agreement.
3. You agree that you will not republish FS Indexed Data. You may, however, publish research results obtained through use of FS Indexed Data, which results shall be deemed to include, but not be limited to, algorithms, research methods, feature selection and analysis, and similar information (collectively "Research Results").
4. You agree to provide to FamilySearch a copy of all Research Results, enhancements to FS Indexed Data, and supporting documentation within three weeks of completion of the applicable research or prior to publication of such Research Results, whichever is earlier. You agree that FamilySearch may use, copy, modify, and distribute your Research Results, documents containing your Research Results, any information included in your Research Results, or any enhancements to FS Indexed Data in any form and without compensation to you of any kind. Without limiting the foregoing, you agree to grant to FamilySearch and its affiliated legal entities a perpetual, non-exclusive, royalty-free license to use any copyrighted works or patentable invention developed through your research involving the FS Indexed Data.
5. You agree that your Research Results will not include commentary regarding the quality of FS Indexed Data. You further agree that FamilySearch shall have, in its sole option, the right to a credit mention in your published or unpublished Research Results, and that without such permission, and without guidance from FamilySearch in creating such credit, you shall not mention FamilySearch, its legal affiliates, or departments of such affiliates.
6. You agree to protect FS Indexed Data in the same manner as and to the same degree that your own confidential data is maintained, but in no event with less than a commercially reasonable degree of care. You also warrant that all employees, subcontractors, volunteers, or others who have access to the FS Indexed Data under this Agreement will be placed under a legal obligation to abide by the terms of this Agreement.
7. You agree that, upon completion of your research of demographic patterns in genealogical data, you will return FS Indexed Data to FamilySearch and take necessary action to destroy all copies of FS Indexed Data within your possession or control.

I agree to the above terms and conditions.

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

Signed by \_\_\_\_\_

Date \_\_\_\_\_