

Data Sharing Agreement

This Data Sharing Agreement is made on Apr 9 2021 (the "Effective Date") between the City of Kansas City, Missouri, a constitutionally-chartered municipal corporation ("City") and **Scott Cohn**, whose principal place of business is at **The University of Texas at Austin** ("RESEARCHER").

The parties agree as follows (the capitalized terms used in this agreement, in addition to those above, being defined in section [DEFINITIONS]).

1. Purpose of Data Sharing. City is granting [RESEARCHER] access to the Data (defined in section [Citizen Survey Data]), for the purpose of [Academic study, including publishing and presentation on the relationship between social media, crime data, service requests, service delivery, infrastructure, and citizen satisfaction] (the "Purpose").
2. Description of Data. "Data" includes [Kansas City, MO Citizen Survey Data with demographic information. Multiple years of data will be provided].
3. License Grant to Use Data. City hereby grants to [RESEARCHER] a limited, non-exclusive, non-transferable, and revocable license to access, copy, and use the Data (the "DELIVERABLE").
4. [RESEARCHER]'s Use of Data
 - a) Purpose. [RESEARCHER] shall use or disclose the Data only in furtherance of the Project or as required by Law.
 - b) Standard of Care. [RESEARCHER] shall exercise at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, to protect the Data from misuse and unauthorized access or disclosure.
 - c) Safeguards Around Data. [RESEARCHER] shall use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including maintaining adequate physical controls and password protections for any server or system on which the Data is stored, ensuring that Data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement.
 - d) Personal Information. [RESEARCHER] will not attempt to identify any Person whose information is contained in any Data or attempt to contact those Persons.
 - e) Permitted Disclosure. [RESEARCHER] may disclose the raw Data only to the extent necessary, and to its officers, directors, employees, consultants, and representatives on a need-to-know basis.
 - f) Required Disclosure. The raw data is not to be made public, unless required to by law. If disclosure of raw data is required by law [RESEARCHER] must notify the City at least 10 business days in advance of the disclosure. If disclosure is legally required such disclosure should be limited in scope to the smallest possible data release, and Personally Identifiable Information such as address, race, age, gender, and sex should not be provided unless explicitly required by law". [RESEARCHER] must send notice to the City of who is receiving such a disclosure, along with a copy of what is disclosed. In the event of disclosure, the original data license or licenses will remain valid and are not to be changed.

g) Unauthorized Disclosure.

1. Report. Within [three] days of [RESEARCHER] becoming aware of any unauthorized use or disclosure of the Data, [RESEARCHER] shall promptly report that unauthorized use or disclosure to City.
2. Cooperation and Mitigation. [RESEARCHER] shall cooperate with any remediation that City, in its discretion, determines is necessary to address any applicable reporting requirements, and mitigate any effects of such unauthorized use or disclosure of the Data, including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities, and the public.

h) Agents and Subcontractors. [RESEARCHER] shall ensure that any agents, including subcontractors, to whom it provides the Data agree to the same restrictions and conditions listed in this agreement.

i) No Modification of Data. [RESEARCHER] shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of the Data.

j) Both City and [RESEARCHER] acknowledge the importance of independent research and scholarship based upon the Information provided by City. Therefore: (1) [RESEARCHER] will provide City with thirty (30) days to comment on [RESEARCHER] publications and reports derived from the Information; (2) to the extent practical, comments will be considered for incorporation into and/or reflection in [RESEARCHER] publications; however, final editorial control resides with [RESEARCHER]; and (3) there should be no implication or inference that City has any "veto" power over research or that the publication review process impacts academic freedom or objectivity of research.

5. Term. This agreement will commence on the Effective Date and continue as long as [RESEARCHER] retains the Data, unless terminated earlier (the "Term").

6. Representations

a) Mutual Representations

- i. No Restriction. Neither party is under any restriction or obligation that could affect its performance of its obligations under this agreement.
- ii. No Violation, Breach, or Conflict. Neither party's execution, delivery, and performance of this agreement and the other documents to which it is a party, and the consummation of the transactions contemplated in this agreement, do or will result in its violation or breach of any applicable Law or Order, or [except as listed in its Disclosure Schedule], require the consent of any Person, or conflict with, result in a violation or breach of, constitute a default under, or result in the acceleration of any material contract.

7. No Warranty. The Data is provided "as is." City does not make any warranty as to the accuracy or completeness of the Data.

8. Intellectual Property Ownership.

a) No License to Existing Intellectual Property. Except for any Intellectual Property rights included in the [DELIVERABLE] to use Data, the parties hereby acknowledge that this

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agreement does not constitute a grant by either party to the other of any license or right to either party's Intellectual Property existing as of the Effective Date.

b) Ownership of Developed Intellectual Property. If either party develops any new Intellectual Property in connection with this, the parties shall enter into a separate definitive agreement regarding the ownership of that new Intellectual Property.

9. Use of Name. Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent.

10. Termination

- a) Termination on Notice. Either party may terminate this agreement for any reason on ten (10) Business Days' notice to the other party.
- b) Termination for Material Breach. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of twenty (20) Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.
- c) Termination for Insolvency. If RESEARCHER Becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

11. Return or Destruction of Data and Property. On the expiration or termination of this agreement, or City's request, [RESEARCHER] shall promptly return the Data and any other property, information, and documents, including Confidential Information, provided by City, destroy all copies it made of Data and any other property, information, and documents, including Confidential Information, and if requested by City, deliver to City a certificate confirming [RESEARCHER]'s compliance with the return or destruction obligation under this section. If [RESEARCHER] is required to retain an archival copy of the data for reproducibility/auditing purposes, this archival must be stored in an encrypted state with limited access as previously defined.

12. Indemnification. [RESEARCHER] shall indemnify, defend and hold harmless City against all losses and expenses arising out of any proceeding brought by either a third party or City arising out of [RESEARCHER]'s breach of its obligations, representations, warranties, or covenants under this agreement.

13. Definitions. The following definitions shall apply to this Agreement:

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in New York, New York are not open for business.

"Data" is defined in section 2, Description of Data.

"Disclosure Schedule" means the schedules delivered, before the execution of this agreement, by each party to the other party which list, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision of this agreement or as an exception to one or more of the representations or warranties made by the party, or to one or more of the covenants of the party.

"Effective Date" is defined in the introduction to this agreement.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world (a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing, (b) copyrights, including all applications and registrations related to the foregoing, (c) trade secrets and confidential know-how, (d) patents and patent applications, (e) websites and internet domain name registrations, and (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means

(a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and

(b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Person" includes

(a) any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and

(b) any individual.

14. General Provisions

- a) Entire Agreement. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent and agreement between the parties relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all the parties' previous discussions, understandings, and agreements relating to the subject matter.
- b) Assignment. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.
- c) Notices. All notices and other communications between the parties must be in writing. The parties shall give all notices and communications between the parties by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section. A notice given under this [agreement / plan] will be effective on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it and the [fifth] Business Day after mailing it.
- d) Governing Law. This agreement shall be governed, construed, and enforced in accordance with the Laws of the State of Missouri, without regard to its conflict of laws rules.

15. Interpretation.

- a) Construction of Terms. The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.
- b) Conflict of Terms. If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of this agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this agreement. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- c) Waiver. Neither party's failure nor neglect to enforce any of rights under this agreement will be deemed to be a waiver of that party's rights. A waiver or extension is only effective if it is in writing and signed by the party granting it. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.
- d) No Course of Dealing. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
- e) Third Beneficiaries. Unless explicitly stated otherwise elsewhere in this agreement, no Person other than the parties themselves has any rights or remedies under this agreement.

This agreement has been signed by the parties.

City of Kansas City, Missouri

Name: Kate Bender



Signature:

Title: Deputy Performance Officer

[RESEARCHER NAME]

Name: Scott Cohn

Signature:



Title: Graduate Student