Vera INSTITUTE OF JUSTICE

Data Access Agreement

This agreement ("Agreement") is entered into between the Vera Institute of Justice, Inc. ("Vera") and the individual(s) (each a "Recipient") who receive the *In Our Backyards* Dataset (the "Dataset") for Vera's research symposium exploring changes in the carceral landscape and their impact on American society ("Symposium").

Recipient is proposing to conduct a research project and prepare a paper that may be presented at the Symposium (the "Project"). Vera has developed and owns the Dataset, a collection of jail population and prison statistics that contains 45 years (1970-2015) of data for each of the approximately 3,000 counties that use a county jail (see the *In Our Backyards* Call for Papers Github page at https://vera-institute.github.io/In-Our-Backyards-Symposium/ for complete detail on the source datasets). The Dataset was compiled by Vera staff using publicly available BJS data sourced through ICPSR. Vera is willing to grant Recipient access to the Dataset solely for limited use in fulfilling the Project aims and on the following terms:

1. Data Transfer and Limited License

Following execution of this Agreement, Vera will provide to Recipient a plain text, comma separated values file that contains the county-level jail population, prison, and demographic data from the Dataset. Along with the spreadsheet, Vera will also furnish a document that describes the variables in the Dataset.

Vera hereby grants to Recipient the limited right to use the Dataset solely in and as needed for the Project. Recipient will have no other rights in or to the Dataset, including without limitation the right to use it in or as the basis for any additional publications, theses, dissertations, or other works, other than a paper for the Symposium, without Vera's prior written permission. Recipient may only use the Dataset in accordance with this Agreement, and will not allow any third parties, including, without limitation, any colleagues, assistants, or students, to access the Dataset without Vera's prior written permission. Vera retains all right, title, and interest in and to the Dataset, and does not grant any rights in the Dataset other than as specified herein.

2. Confidentiality, Non-dissemination, and Assurances

Recipient acknowledges that the Dataset is the confidential and proprietary information of Vera. The Recipient agrees to use suitable technical and procedural safeguards to protect the Dataset from public disclosure or unauthorized access. The Recipient agrees not to use or distribute the Dataset in any form, electronic or otherwise, except as expressly permitted hereunder. The Recipient agrees that as a condition of accessing the Dataset, the Recipient agrees to the ICPSR Terms of Use for datasets available on https://www.icpsr.umich.edu/icpsrweb/, as those terms apply to data sourced from ICPSR and included in the Dataset.

3. Indemnity

Recipient shall defend, indemnify, release, and hold Vera harmless from and against any and all claims, losses, damages, and expenses arising out of their use of or access to the Dataset, including, without limitation, those arising from Recipient's negligence or breach of any of the terms of this Agreement. This provision will survive the expiration or termination of this Agreement.

4. Miscellaneous

The Dataset is provided "as is." Vera disclaims any and all warranties of any kind with respect to the Dataset, and the Recipient hereby releases Vera and waives any and all claims it may have against Vera in connection with Recipient's use of the Dataset. Neither party may assign its rights under this Agreement without the express written permission of the other party. This Agreement is the entire agreement of the parties with respect to the subject matter hereof. New York law will govern this Agreement and the New York courts will have jurisdiction over disputes arising hereunder.

The foregoing is understood, accepted, and agreed to by Recipient:

Recipient:

_____ _____
Signature   Title

_____ _____
Name   Date