

**Agreement for Use of the
University of Michigan Law School
Alumni Survey Research Dataset**

In this agreement, I/we, the undersigned researchers, agree to the following conditions in exchange for temporary and conditional access to and use of the Alumni Survey Research Dataset (ASRD) of the University of Michigan Law School (the “Law School”) for purposes of carrying out a Research Plan (described below). I/we acknowledge that these promises apply not only to the ASRD itself, but also to the individual-level data derived from it (collectively, “the dataset”).

- 1) I/we have submitted or will soon submit a Research Plan for review by the Law School (through the contact person listed below). This Research Plan does/will state the objectives of the research, summarize the variables in the ASRD believed to be relevant to the research objectives, and state the type of research publication expected (scholarly articles, reports to funding agencies, etc.).
- 2) I/we understand and acknowledge that the Law School must approve the Research Plan in writing before I/we may access or use the dataset in any way.
- 3) I/we attest that at least one of the undersigned researchers is a faculty member in good standing (or a doctoral candidate under the supervision of a faculty member in good standing) at a college or university in the United States which has procedures for investigating and disciplining scientific misconduct, similar to procedures outlined in 42 CFR 50.101 et seq.
- 4) I/we have provided or soon will provide the Law School (through the contact person listed below) a copy of (or link to) the faculty member’s college or university policy on scientific misconduct.
- 5) I/we understand and acknowledge that the Law School must receive this faculty member’s college or university policy on scientific misconduct before I/we may access or use the dataset in any way.
- 6) I/we have satisfied all internal review board, ethical, and other requirements that apply to the research described in the Research Plan as a result of the faculty member's association with a college or university with a policy and procedures for investigating and disciplining scientific misconduct as well as any other ethical or other obligations that may apply to the research described in the Research Plan for any other reason.
- 7) I/we will make no attempt to identify (that is, associate a name, address, or any identifier that links to a name or address) any person in the dataset; and if any person is inadvertently identified, I/we will immediately notify the Law School of that identification.
- 8) I/we will use the data only for aggregate statistical analysis for the purposes specified in the approved Research Plan.
- 9) I/we will grant access to the dataset only to co-signatories of this or a substantively identical agreement. (Persons who join the research project after this agreement is signed may sign a subsequent agreement, but may not have access to the dataset until they have done so.)
- 10) I/we will ensure that the dataset is stored in a manner consistent with current best practices for maintaining security and confidentiality of electronic information. At a minimum, I/we understand that I/we am/are obligated to store the dataset in computer files that are encrypted and password-protected, and that I/we am/are permitted to provide that password only to persons who are co-signatories of this, a subsequent, or a substantively identical agreement.
- 11) I/we will ensure that no routine backup copies of the dataset are made, and that special backup copies are afforded the same protections as the prime versions.
- 12) I/we will submit to the Law School (through the contact person listed below) a review draft of any article based on research using the dataset, and this will be done prior to submission of a final report or submission of an article draft for scholarly publication.
- 13) I/we will publish data from the dataset only in aggregate statistical form.
- 14) I/we will destroy (that is, make unreadable) all versions and copies of the dataset within 12 months after publication of the first publication based on the dataset, unless my/our original Research Plan conspicuously describes a

different time table (because I/we intend to produce multiple publications) or I/we submit a supplemental Research Plan and it is approved by the Law School.

- 15) I/we will destroy (that is, make unreadable) all versions and copies of the dataset within 10 days after a written request to do so from the Law School. (The Law School will make such a request only if significant problems are discovered in the dataset or in the conduct of the research project.)
- 16) I/we will deposit a copy of the published work with Law School Alumni Survey Project (through the contact person listed below). In the case of a work where the final publication is via open access on the internet, a notification of the URL to access the work is sufficient.
- 17) To the extent permitted by my/our author agreements, I/we license the Law School Alumni Survey Project to post the works using information from the dataset in the Law School's institutional repository.
- 18) I/we indemnify, defend, and hold harmless the Law School, the University of Michigan, its trustees, officers, employees, and agents from any and all losses, liability, damages, injunctive or declaratory relief, and expenses (including reasonable attorney's fees and costs) resulting from my/our breach of any of the terms of this MOU, including the representations and warranties made by me/us in this agreement.
- 19) I/we acknowledge and understand that the dataset is provided "as is" without warranty of any kind, and that the Law School and the University of Michigan both expressly disclaim all warranties in respect of the dataset, whether express or implied, including, but not limited to, any implied warranties whatsoever.
- 20) I/we will provide a citation to the dataset using one of the following standard citations in all work that relies in any part on information from the ASRD.
 - o Bluebook:
University of Michigan Law School, *University of Michigan Law School Alumni Survey Research Dataset* (year the researcher received the dataset).
 - o Chicago:
University of Michigan Law School. [year the researcher received dataset]. *University of Michigan Law School Alumni Survey Research Dataset*. Ann Arbor, MI: University of Michigan.

Research plans, signed agreements, published works for deposit, and other inquiries regarding the ASRD may be directed to:

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3170 South Hall
701 South State Street
Ann Arbor MI 48109
jprescott@umich.edu
734-763-2326

Signature: _____

Name: _____

Institution: _____

Address: _____

Address: _____

City/State: _____

Phone: _____

Email: _____

Signature: _____

Name: _____

Institution: _____

Address: _____

Address: _____

City/State: _____

Phone: _____

Email: _____