

THIS AGREEMENT is dated [DATE]

PARTIES

- (1) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**, whose principal office is at The Old Schools, Trinity Lane, Cambridge, CB2 1TN, UK, **ACTING THROUGH THE CAMBRIDGE CYBERCRIME CENTRE BASED IN THE UNIVERSITY'S COMPUTER LABORATORY ("CCC")**.
- (2) **[RESEARCH INSTITUTION]** incorporated and registered in **[COUNTRY]** with company number **[X]** whose registered office is at **[ADDRESS]** ("the Research Institution").

BACKGROUND

- (A) CCC owns or has a licence to use and exploit the Intellectual Property Rights in the Data (as defined below).
- (B) CCC has agreed to sub-license certain of its rights in the Data to the Research Institution for use in the Project on the terms set out in this Agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Commencement Date: the date of this Agreement.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a Party or its employees, officers, representatives or advisers to the other Party in connection with this Agreement which should reasonably be considered as confidential because of its nature and the manner of its disclosure. To be clear, the Data and the source of the Data shall be considered Confidential Information unless otherwise notified by CCC to the Research Institution in writing.

Data: any data and/or datasets provided or made available by CCC to the Research Institution for the Project.

Intellectual Property Rights: patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, trade marks, service marks, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for and be granted any of the foregoing, rights in inventions, trade names, business names, brand names, get-up, logos, domain names and URLs, copyrights, design rights, semiconductor topography rights, database rights, publication rights, performance rights, rights in know-how, trade secrets and confidential information and all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.

Lead Researcher: the Researcher at the Research Institution who is leading the Project identified in Schedule 2.

Research Institution Use Restrictions: the obligations relating to the Research Institution's use of the Data as set out in Schedule 1.

Personal Data: any information relating to an identified or identifiable human being, including but not limited to personal data within the meaning of European Union data protection laws and personally identifiable information within the meaning of United States data privacy laws.

Project: the project for which the Research Institution wishes to use the Data, as detailed in Schedule 2.

Purpose: to carry out research and analysis into methods to find, understand, investigate and counter cybercrime. This will include (but is not limited to) mining and correlating datasets to extract information about cybercriminal activity, developing new tools for cybercrime detection and forensics, carrying out assessments of the extent of cybercriminal activity, and illustrating how data from large disparate datasets can be combined in innovative ways in order to identify and measure cybercriminal activity.

Researcher: any individual researcher working on the Project.

Term: the period from the Commencement Date until the Agreement is terminated in accordance with clause 10.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

2. DATA

- 2.1 CCC may supply Data before or after the Commencement Date to the Research Institution for the purpose of carrying out the Project within the scope of the Purpose in a commonly used technical format.
- 2.2 Any Data supplied or made available to the Research Institution by CCC shall be governed by the terms of this Agreement.

3. LICENCE

- 3.1 CCC grants to the Research Institution a non-exclusive, revocable, non-transferable, non-sub-licensable licence for the Term, subject to the Research Institution Use Restrictions, to use the Data solely for carrying out the Project to further the Purpose, in accordance with the terms of this Agreement.
- 3.2 The Research Institution shall observe, and shall ensure that all Researchers observe, the Research Institution Use Restrictions in its use of the Data.

4. RESEARCHERS

- 4.1 The Research Institution shall procure the proper performance by the Lead Researcher and the Researchers of all of the obligations relating to use of the Data under this Agreement.
- 4.2 The Research Institution shall procure that:
 - 4.2.1 any Researchers who are given access to the Data by the Research Institution shall be notified of their obligations under this Agreement in respect of the Data; and
 - 4.2.2 each Researcher shall sign a copy of this Agreement before being granted access to the Data.
- 4.3 The Research Institution shall notify CCC of the name of each Researcher to whom it gives access to the Data and shall maintain a copy of each of the agreements signed pursuant to clause 4.2 and shall provide CCC with a copy upon request.

5. CONFIDENTIALITY

- 5.1 Except in respect of Data which shall always be considered Confidential Information, the term Confidential Information does not include any information that a Party can prove:
 - 5.1.1 is or later comes into the public domain otherwise than through an act or omission of the Party receiving the Confidential Information; and/or
 - 5.1.2 is already lawfully possessed by the receiving Party without any obligations of confidentiality prior to first receiving it from the disclosing Party.
- 5.2 Each Party shall keep the other Party's Confidential Information confidential.
- 5.3 The Research Institution shall not and shall procure that the Researchers shall not:
 - 5.3.1 use any CCC Confidential Information except in connection with the Project; or
 - 5.3.2 disclose any CCC Confidential Information in whole or in part to any third party, except to Researchers in its Project team for the Purpose as expressly permitted by this Data Licence Agreement, or to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives CCC as much notice of the disclosure as possible.

5.4 If the Research Institution or any of the Researchers are issued with a subpoena or other similarly legally binding order in respect of the Data, unless legally prevented from doing so they shall immediately notify CCC and provide a copy. The Research Institution and/or the Researchers shall consult fully with CCC before responding to the party issuing the subpoena or order and shall use all reasonable efforts to prevent the release of the Data.

5.5 The provisions of this clause 5 shall continue to apply after termination of this Agreement.

6. PUBLICATION

6.1 The Research Institution may publish findings arising from the Project provided that:

6.1.1 CCC is acknowledged in the relevant publication and the publication is in an open access format;

6.1.2 if extracts of the Data are included in the publication the Research Institution shall comply at all times with clause 8, and shall ensure that, save for any identification of the Data source requested by CCC pursuant to Schedule 1 (g), it is not possible either from the extracts alone or in conjunction with other information to identify the source of the Data or the identity of individuals who may be the subject of such Data, unless such identification is in accordance with applicable law;

6.1.3 where a peer review process is involved in the publication process, the Research Institution shall provide CCC with a copy of the publication promptly following submission, and where a peer review process is not involved, the Research Institution shall provide CCC with a copy promptly after making their findings available; and

6.1.4 the Research Institution shall incorporate any changes to the publication and/or any additional acknowledgements which may subsequently be requested by CCC pursuant to a request related to the conditions under which Data has been provided by the original Data supplier.

7. SECURITY

7.1 The Research Institution shall ensure that the Data is kept secure and in an encrypted form, shall use the best available security practices and systems applicable to the use of the Data, and shall apply such organisational and technical measures to protect the Data as CCC may advise from time to time, to prevent, and take prompt and proper remedial action against, unauthorised access to the Data.

7.2 If the Research Institution becomes aware of any misuse of any Data, or any security breach in connection with this Agreement that could compromise the security or integrity of the Data or otherwise adversely affect CCC, the Research Institution shall, at the Research Institution's expense, promptly notify CCC and fully co-operate with CCC to remedy the issue as soon as reasonably practicable.

8. DATA PROTECTION

8.1 To the extent that CCC provides the Research Institution with Data which contains Personal Data, the Research Institution shall ensure that its processing of such Data is at all times in compliance with any applicable laws and/or regulations, including in particular data protection laws.

8.2 The Research Institution will notify all the Researchers involved in the Project that CCC will maintain and publish lists of Research Institutions and the names of Lead Researchers and Researchers with current or past access to the Data. The Research Institution shall take such steps that are necessary to enable CCC to process their Personal Data in this way.

9. LIMITATION OF LIABILITY

9.1 Neither Party excludes or limits liability to the other Party for:

9.1.1 liability under clause 9.4;

9.1.2 fraud or fraudulent misrepresentation;

9.1.3 death or personal injury caused by negligence; or

9.1.4 any matter in respect of which it would be unlawful for the parties to exclude liability.

9.2 Subject to clause 9.1, CCC shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of

statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

9.2.1 any indirect or consequential loss; or

9.2.2 any direct loss of revenue, profits and/or of anticipated savings.

9.3 Subject to clause 9.1, each Party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to **£100,000**.

9.4 The Research Institution shall indemnify and hold CCC harmless against all liability, losses, costs, damages or expenses (including but not limited to any regulatory fines, legal expenses, court fees and award of costs) incurred by CCC arising out of or in connection with any third party claim made against CCC which results from a breach by the Research Institution of any of the terms of this Agreement.

10. TERM AND TERMINATION

10.1 This Agreement shall commence on the Commencement Date and shall continue in force for one year (unless terminated earlier in accordance with this clause 10) after which the Parties may mutually agree a renewal of the Agreement.

10.2 Either Party may terminate this Agreement upon 60 days' notice to the other Party.

10.3 The Research Institution may terminate this Agreement with immediate effect if CCC notifies the Research Institution of a variation to the terms of this Agreement pursuant to clause **Error! Reference source not found.**

10.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect, including but not limited to clause 6.

10.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

10.6 On any termination of this Agreement for any reason:

10.6.1 the Research Institution shall cease, and shall procure that the Researchers cease, using the Data for any purpose;

10.6.2 each Party shall as soon as reasonably practicable either return or destroy (as directed in writing by the other Party) all Data, information, software, and any other materials provided to it by the other Party under this Agreement then in its custody or control; and

10.6.3 if a Party is required by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy under clause 10.6.2, it shall notify the other Party in writing of that retention, giving details of the documents or materials that it must retain. That Party shall not be in breach of clause 10.6.2 with respect to the retained documents or materials, but clause 5 shall continue to apply to them.

11. ASSIGNMENT

11.1 This Agreement is personal to the Research Institution and it shall not assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of CCC.

12. WAIVER

12.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13. NOTICE

13.1 Any notice or other communication given to a Party under or in connection with this contract shall be in writing and may either be sent

by email to the email address(es) notified to the other Party from time to time, or may be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

- 13.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. ENTIRE AGREEMENT

- 14.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 14.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

15. SEVERANCE

- 15.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

16. NO PARTNERSHIP OR AGENCY

- 16.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute

either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

- 16.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

17. THIRD-PARTY RIGHTS

- 17.1 Without prejudice to the rights of the data suppliers under their agreements with CCC, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 17.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

18. GOVERNING LAW

- 18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19. JURISDICTION

- 19.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Research Institution Use Restrictions

the Research Institution shall:

- (a) only use the Data for the Purpose set out in this Agreement, and only for the Project specified in Schedule 2;
- (b) not use the Data for any purpose contrary to any applicable law or regulation or any applicable regulatory code, guidance or request;
- (c) [TO BE INCLUDED ONLY IF THE DATA (SPECIFIED IN SCHEDULE 2) CONTAINS PERSONAL DATA, WITH THE REQUIREMENT TAILORED TO THE CIRCUMSTANCES] execute additional documents, such as EU Model Clauses for the transfers of Personal Data, or take other compliance steps in order to enable CCC to comply with applicable law;
- (d) not extract, reutilise, use, exploit, redistribute, re-disseminate, copy or store the Data for any purpose not expressly permitted by this Agreement;
- (e) not reverse engineer the original source of the Data for any purpose;
- (f) not use the Data for any purpose which is or might be of a commercial nature, or any use intended to promote any commercial undertaking;
- (g) not disclose the source of the Data to any third party except where CCC has indicated otherwise in writing;
- (h) acknowledge CCC on any publications; and
- (i) *[Add any other use restrictions requested by the Data supplier]*

Schedule 2 Project Details

[Insert details of the Data to be made available under this agreement]

[Insert details of the Research Institution's project together with the name of the Lead Researcher]

Signed by *[NAME OF DIRECTOR]*

.....

for and on behalf of CCC

Director

Signed by *[NAME OF DIRECTOR]*

.....

for and on behalf of the Research Institution

Director