



## PROPRIETARY DATA AGREEMENT

### 1. Purpose and Period of Agreement

This Collaborative Research and Proprietary Data Ownership Agreement (Agreement) is based on the type of underlying agreement checked below, and is effective for two years from the effective date indicated.

SD-NAP Agreement Participation Agreement effective on

\_\_\_\_\_  
(date)

### 2. Participant Proprietary Information

All raw Internet traffic flow and engineering data originating at Participant's network will be the proprietary property of Participant, irrespective of whether the data are collected by University personnel through the placement of a network monitor on Participant's premises. University shall not publicly disclose the raw data or privately disclose or use such data for any purposes whatsoever except as specified in this Agreement without the prior written consent of Participant, except for information that:

1. is or becomes generally available to the public through no fault of University personnel;
2. is or becomes known to University staff in any manner independent of its relationship with Participants;
3. is known to University prior to receipt or collection from Participant;
4. is required to be disclosed by law or by a court of competent jurisdiction.

### 3. Nondisclosure of Participant Information

All data will be stored and secured on-site at the University's San Diego Supercomputer Center (SDSC). Remote access to Participant's stored data by Participant's authorized representative will be arranged using data encryption. University agrees to use the same standard of care in transmitting raw and analyzed data involving Participant that it would apply to proprietary information of its own, e.g., transmissions of data between hosts are secured to prevent acquisition by third parties, and in no event less than a reasonable standard of care. .

4. Data Use and Analysis by University

Participant agrees to allow University personnel to analyze the traffic flow data acquired from Participant for CAIDA Program research purposes. The products of this analysis are considered UCSD intellectual property. The products shall not refer to any specific end-users/customers of Participant in a publicly recognizable form and shall only refer to Participant following receipt of written permission of Participant.

5. Patent and Copyrights All rights, title and interest throughout the world to all tools developed by University personnel to analyze the data described above shall belong to The Regents of the University of California and/or the developer, in accordance to the University of California policies. Subject to the rights of the Government under the Prime Award, University shall have the unilateral right to determine disposition of all such Sole Subject Inventions, including whether or not to patent or license.

Accepted on behalf of Participant

Accepted on behalf of The Regents of the University of California, UCSD CAIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_