

DHS PREDICT AMENDMENT TO RESEARCHER/USER AGREEMENT

Cover Sheet

1. Department Name: Department of Homeland Security
2. Component/Agency Name: Science and Technology Directorate
3. OMB Control Number: 1640-0012
4. Expiration Date: TBD (Three years from approval date)
5. Agency Form Number: DHS Form 10060 (04/10)
6. Name of Form: AMENDMENT TO RESEARCHER/USER AGREEMENT
7. Purpose of Form: Extend the term of an existing Memorandum of Agreement (MOA) with Researcher/User and extend access to approved Data covered under the MOA.
8. How to submit: Sign and fax to the PREDICT Coordinating Center, RTI International, Attn: Renee Karlsen, 866.835.0255 (toll free).



COVER LETTER

AMENDMENT TO RESEARCHER/USER AGREEMENT

This document is used to either:

1. Extend the term of an existing Memorandum of Agreement (MOA) with Researcher/User and extend access to approved Data covered under the MOA;
2. Add Researchers/Users to an existing MOA so they may have access to and use the approved Data under the MOA; or
3. Substitute the Data Custodian named on an existing MOA (for entity use only) with a new Data Custodian, with the option to cancel the PREDICT account of the Data Custodian being replaced.

Directions:

1. Print out the Amendment.
2. Fill in appropriate information.
3. Complete the Contact Information form below with the requested information for the person who is signing this document.
4. Sign and fax to the PREDICT Coordinating Center, RTI International, Attn: Renee Karlsen, at **866.835.0255 (toll free)**. An executed copy will be returned to you for your files.

Questions regarding your application may be directed to Ms. Renee Karlsen at (919) 541-7115 or the via email: PREDICT-contact@rti.org

Contact Information for Person Signing This Document

Name _____

Title _____

Organization _____

Address _____

City _____ State _____ Zip _____

Email _____

Phone _____

Fax _____

Privacy Act Notice: DHS Authority to Collect This Information: The Homeland Security Act of 2002 [Public Law 107-296, §302(4)]. **Principal Purpose:** DHS collects name, organization and title (if any), email address, home and/or work address, and telephone numbers for the purpose of contacting individuals regarding the PREDICT project and/or their involvement with PREDICT. **Routine Uses and Sharing:** Some of your information will be disclosed to PREDICT team members, such as data hosts, data providers, PREDICT contractors, the PREDICT Coordination Center, the advisory board, and review board members to help us deliver requested PREDICT services and operate the PREDICT web site and deliver the services you have requested. Unless you consent otherwise, this information will not be used for any purpose other than those stated above. However, DHS may release this information of an individual on a case-by-case basis as described in the DHS/ALL-002 System of Records Notice (SORN), which can be found at: www.dhs.gov/privacy. **Disclosure:** Furnishing this information is entirely voluntary; however, failure to furnish at least the minimum information required to register (to include full name, email address,) will prevent you from obtaining authorization to access system.

PRA Burden Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information collection unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1640-0012 and this form will expire on XX/XX/XXXX. The estimated average time to complete this form is 15 minutes per respondent. If you have any comments regarding the burden estimate you can write to Department of Homeland Security, Science and Technology Directorate, Washington, DC 20528.



This document serves as an Amendment to the Memorandum of Agreement (MOA), referenced as MOA ID _____, between _____ (“Researcher/User”) and RTI (collectively referred to as “the Parties”), which became effective on _____ (if MOA was previously amended, use the effective date of the signed Amendment) and which would expire on _____ (if MOA was previously amended, use the termination date pursuant to the Amendment).

This Amendment may be used to:

1. Extend the term of the referenced MOA and extend access to approved datasets covered under that MOA;
2. Add Researcher/Users to the referenced MOA so they may have access to and use approved Data under the MOA; or
3. Substitute the Data Custodian named on the referenced MOA (for entity use only) with a new Data Custodian, with the option to cancel the PREDICT account of the Data Custodian being replaced.

Indicate whether Researcher/User is seeking to amend the referenced MOA by placing “Yes” or “No” by the Amendment Options. If “No” is indicated, the MOA will not be amended with respect to the particular Amendment Option.

1. Option to Amend MOA to Extend Term of MOA and Access to Datasets – Requested: [Yes or No]

The Parties hereby mutually agree to amend the expiration date of the referenced MOA such that it shall remain in full force and effect for an additional period of 180 days from the previously agreed termination date of this MOA. Researcher/User desires to extend the termination date of the referenced MOA in order to extend Researcher/User’s access to approved datasets under the MOA for the same amount of time (in other words, access will be allowed until the amended MOA termination date).

2. Option to Amend MOA to Add Additional Researchers to Access Data – Requested: [Yes or No]

The Parties hereby mutually agree to amend Attachment A of the referenced MOA by supplementing it with the information contained in Attachment A of this Amendment, which lists additional researchers who will have access to and use of the approved Data under the MOA. Such additional persons shall not be allowed access to and use of the Data until such time as this Amendment has been duly executed by both Parties.

3. Option for Amendment to Substitute Data Custodian [for entity use only] – Requested: [Yes or No]

The Parties hereby mutually agree to amend Attachment A of the referenced MOA by replacing the name of the Data Custodian on the existing MOA from _____ to the information on the new Data Custodian contained in Attachment A of this Amendment. This Amendment shall be subject to provisions of paragraph 9(b) under Researcher/User Rights and Obligation of the referenced MOA.

If the previous Data Custodian has (i) left the employ of or is no longer affiliated with entity who is Researcher/User under this MOA, or (ii) previous Data Custodian will no longer require access to the PREDICT data catalog, or (iii) previous Data Custodian has died, entity shall notify PCC of such by marking “Yes” below and the PREDICT account for Data Custodian’s access to the data catalog shall be closed. The MOA shall remain in effect, subject to any amendments herein, and the approved researchers shall continue to have access to datasets under this MOA. The new Data Custodian shall be approved pursuant to paragraph 9(b) under Researcher/User Rights and Obligation of referenced MOA prior to gaining access to the Data.

_____ **YES:** Cancel PREDICT Account for previous Data Custodian _____(insert name)_____

_____ **NO:** DO NOT cancel PREDICT Account for previous Data Custodian, _____.

Attachment A

Data Custodian for Entity that is Researcher/User (Name, Organization, Address, Telephone, Email)¹:

Additional Persons With Access to Datasets (Name, Organization, Address, Telephone, Email)²:

¹ If the Researcher/User is an entity, the entity may seek to amend the MOA to substitute its Data Custodian, subject to PCC approval. If the Researcher/User is an individual, he/she cannot use this Amendment to substitute another Researcher/User for himself/herself; that MOA is terminated and a new MOA must be entered into with the new Researcher/User.

² Additional persons may be added to have access to the Data irrespective of whether the Researcher/User is an entity or an individual.

Attachment A and all other terms and conditions of the referenced MOA shall remain as originally executed and effective (or as amended by a previous Amendment), subject to the amendments herein.

If Researcher/User is an individual, this Amendment shall not be considered accepted or effective until signed below by Researcher/User and the authorized representative of PCC. If Researcher/User is an entity, this Amendment shall not be considered accepted or effective until signed below by authorized representatives of both of the Parties, and each Party represents and warrants that the person signing this Amendment on its behalf has full authority to bind his or her organization. By signing below, neither Party may assign all or a portion of its rights and obligations hereunder without the prior written approval of the other Party.

RESEARCH TRIANGLE INSTITUTE PREDICT Coordinating Center	RESEARCHER/USER
Signature	Signature
Name	Name
Title	Title
Date	Date