

Narrative of Revisions

Collection Title: PREDICT

OMB Control No.: 1640-0012

Current Expiration Date: 08/31/2010

Collection Instruments: Please see below

Changes to All Web Page and Paper Forms:

1. Inserted OMB Form Number and Expiration Date on the top of every web page with a form.
2. Inserted e3 Privacy Act statement on the bottom of every web page with a form.
3. Put the words "PRA Burden Statement" in bold before each PRA Burden Statement on every web page with a form.
4. Page headers were changed. More color and some technology-related graphics were added to enhance the aesthetic value of the web site. RTI logo was removed from the header.
5. Colors on the site have been changed to enhance aesthetic value. Background color has gone from white to beige/grey. Text box headers and buttons have changed from blue to a brown/orange.
6. **Forms 10030, 10031, and 10034 have been removed.** Forms 10030 and 10034 were deprecated when they were combined with Form 10033 to become the My Predict/My Datasets page for use by Data Providers; this new page was assigned to use Form 10033. All information collected by the deprecated forms is included in Form 10033. Form 10031 was retired when the project decided not to allow annotation of datasets.
7. Forms 10060 and 10061 are brand new forms. These forms were added as PREDICT has built out its legal infrastructure. These are used in conjunction with Forms 10041 and 10042 to document continued access to PREDICT data after the deadline or if the research team changes, or to confirm data have been destroyed.

Changes to All Paper Forms:

1. Inserted OMB Form Number and Expiration Date in Header of all documents.
2. Inserted e3 Privacy Act statement on the bottom of the first page of every document.
3. Inserted DHS form number in the footer of each page of documents.
4. Put the words "PRA Burden Statement" in bold before each PRA Burden Statement on every web page with a form.

DHS Form 10029: Account Request Form

1. Instructions and introductions shortened
2. Page divided into 2 columns
3. Navigation menu added on the far left

DHS Form 10032: Request a Dataset Form

1. "Available Datasets" list has been moved to the bottom of the page.
2. Section added "Other Persons with Access to Data."

DHS Form 10033: My Datasets Form

1. Old forms 10030, 10033 and 10034 have been consolidated into new form 10033.
2. Drop down menus have been changed to become check box lists.
3. "Public Instructions," "Private Instructions," and "Access types" sections removed.

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form

PREDICT legal documents are periodically reworded to reflect refinements or changes in the legal provisions. In the process of rewording the actual contract, we also edit and refine the wording of introductory statements for clarity. Previous and new wording is included in the table below.

1. Introduction and instructions reworded for clarity.
2. Signature Segment -reworded for clarity
3. "Recitals" Section -Reworded (Table remained same, so not included here)
4. "General Terms and Conditions" Section - Reworded/Shortened
5. "Researcher/User Agreements, Rights and Obligations" Section – Reworded and Shortened. Also word "Agreements" was added to title of the section.
6. "PREDICT Coordinating Center (PCC) Rights and Obligations" Section – Reworded. Also word "Rights" added into title of the section.
7. "Joint Rights and Obligations – Researcher/User and PCC, and Other Provisions" Section – Reworded.
8. "Attachment A" – Reworded. Table altered.

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
Introduction and instructions - reworded	<p>Thank you for your interest in joining the PREDICT community. In order for your application to be considered you must execute the attached Memorandum of Agreement. The memo must be received before your application can be considered.</p> <p>Directions:</p> <ol style="list-style-type: none"> 1. Print out the MOA. 2. Fill in appropriate names. 3. Complete all Attachments as they pertain to your application 4. Complete the Contact Information form below with the requested information for the person who is signing this document. 5. 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. <p>Questions regarding your application may be directed to the PCC via email:</p>	<p>Thank you for your interest in using PREDICT datasets. In order for your application for PREDICT datasets to be considered, you must complete and sign the attached Memorandum of Agreement (MOA) and submit it to the PREDICT Coordinating Center (PCC).</p> <p>Instructions:</p> <p>Print the MOA.</p> <p>Fill in requested information and complete Attachment A, as noted.</p> <p>Complete the Contact Information form below</p> <p>Sign the MOA and fax it to 866.835.0255 (toll free). An executed copy will be returned to you for your files.</p> <p>Questions regarding this MOA or your request for PREDICT datasets may be directed to the PCC via email: PREDICT-contact@rti.org.</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>consistent with the terms of its Agreements with the Data Provider and Data Host. The PCC agrees to receive the Metadata, enter the Metadata in the PREDICT data catalog, and facilitate the release of the Metadata to Researchers/Users in accordance with the approved terms.</p> <p>DHS will provide funding to the PCC and the Data Hosts for the PREDICT project via separate agreements entered into individually between DHS and the PCC, and DHS and Data Hosts.</p> <p>PCC facilitates the data flow between PREDICT participants, processes applications from Researcher/User for access to Data or approval to publish research results, develops Metadata catalogs, and develops protocols (which are subject to DHS approval) to help protect the confidentiality and integrity of data and direct its proper usage. PCC will receive and catalog Metadata about the Data and make the Metadata catalog available to approved Researchers/Users, subject to the terms and conditions of its Agreements with the Data Providers and Data Hosts. PCC does not store, maintain, or have access to any of the Data.</p> <p>Data Provider shall mean an entity that provides Data that it owns or has a right to control and disclose to the PREDICT project via a Data Host, subject to the terms and conditions in an MOA between it and PCC. A Data Provider may select a Data Host to receive and host the Data or it may host its own Data, in which case it shall also be deemed a Data Host. If Data Provider selects a third party Data Host to store its Data, Data Provider will provide Data to a Data Host who will host the Data for the benefit of the</p>	<p>control and disclose to the PREDICT project, subject to the terms and conditions in an MOA between it and PCC.</p> <p>Data Host shall mean an entity that provides computing infrastructure to store Data received from one or more Data Providers, and provides approved Researchers/Users access to Data.</p> <p>Researcher/User shall mean an approved person or entity that is requesting Data from PREDICT for use in research and who is responsible for the receipt, security, oversight, use, and return of Data.</p> <p>Data Custodian shall mean the person designated by an entity Researcher/User who has primary responsibility for the receipt, security, oversight, use, and return of Data on behalf of a Researcher/User that is an entity, not an individual.</p> <p>Sponsoring Institution is an organization that is affiliated with or otherwise sponsors Researchers/Users and validates their research and need for PREDICT data.</p> <p>Application Review Board (“ARB”) shall mean an entity that reviews and approves or rejects applications for (a) accounts to access the catalog of Metadata and (b) MOAs serving as applications for requested Data.</p> <p>Publication Review Board (“PRB”) shall mean an entity that reviews and comments upon applications from Researchers/Users to publish or otherwise release any study results or other information</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>PREDICT project. A Data Provider must enter into a Data Provider “Memorandum of Agreement” with PCC.</p> <p>Data Host shall mean an entity that provides computing infrastructure to store Data received from one or more Data Providers, and provides Researchers/Users access to Data when the Researcher/User’s application requesting Data has been approved by the Application Review Board. Data Host may also host its own Data. If Data Host hosts its own Data, it shall also enter into a Data Provider “Memorandum of Agreement” with PCC.</p> <p>Researcher/User shall mean a person or entity that is a member of the cyber defense research and development community who completes an official PCC application requesting Data from PREDICT for use in research and is approved by the ARB for access to Data. A Researcher/User which is an entity shall complete the application for itself, identifying an individual employed by the entity to serve as the Data Custodian responsible for the security, oversight, use, and return of the Data. An individual Researcher/User must be affiliated with and obtain a letter of support from a Sponsoring Institution as part of his/her PCC application for Data.</p> <p>Data Custodian shall mean the person with primary responsibility for the receipt, security, oversight, use, and return of Data on behalf of the Researcher/User. An approved individual Researcher/User shall be deemed the Data Custodian for his/her application.</p> <p>Sponsoring Institution is an</p>	<p>relating to research using Data received through PREDICT.</p> <p>Researcher/User must sign Attachment A as a condition precedent to obtaining any Data under PREDICT.</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>organization that is affiliated with or otherwise sponsors Researchers/Users and validate their research and need for PREDICT data, and which agree to notify PCC in the event of a change in the sponsored Researcher/User's affiliation with the Sponsoring Institution.</p> <p>Application Review Board ("ARB") shall mean an entity that reviews and approves or rejects applications for requested Data or Metadata and forwards approved applications to Data Hosts for delivery of Data, and to PCC to enable access to Metadata.</p> <p>Publication Review Board ("PRB") shall mean an entity that reviews and comments upon applications from Researchers/Users or Sponsoring Institutions to publish or otherwise release any study results or other information relating to Data or Metadata received through PCC. The PRB is empowered to reject applications to publish should the proposed publication violate the terms associated with the Data, including attribution of the source of the Data, or applicable laws and regulations governing release of Data, and the proposed author or publisher refuses to amend the publication to comply with the terms, laws, or regulations. Any and all terms and conditions besides those set forth in the General Terms and Conditions of this Agreement concerning permitted access to, handling, storage, disclosure, and use of Data by Researcher/User shall be set forth in Attachment A. Signature on Attachment A is a condition precedent to Researcher/User obtaining any Data under PREDICT.</p>	<p>-----</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
<p>“Researcher/User Agreements, Rights and Obligations” Section – Reworded and Shortened. Also word “Agreements” was added to title of the section.</p>	<p>-----</p> <p>By requesting and receiving Data from the PCC, and in consideration of the release to Researcher/User of the Data described in Attachment A, the Researcher/User agrees to all terms and conditions as follows:</p> <p>1. Researcher/User has certified that all information contained in Researcher/User’s application for PREDICT Data are accurate and complete, and that such certification is a material term of this Agreement. Should it be determined that such information was false, inaccurate, incomplete, or otherwise designed to conceal material information from the PCC, Data Host, or Data Provider, the PCC may in its sole discretion immediately suspend this Agreement and require additional information from Researcher/User and/or immediately terminate this Agreement and require return of all Data (including any copies thereof) to the entity from which obtained. Researcher further agrees that all information contained in Researcher/User’s application may be shared as necessary to facilitate PCC operations and compliance with PCC operational policies and procedures, including sharing the information with the ARB, PRB, Data Hosts, Data Providers, and, if necessary, DHS.</p> <p>2. For applications made by Researcher/User and approved by the ARB, PCC hereby grants to Researcher/User, on behalf of Data Provider and/or Data Host, a right to use the Data solely for the purposes described in the Researcher/User’s approved application and in all respects in accordance with the terms and conditions included herein and in</p>	<p>In consideration of the release to Researcher/User of the Data described in Attachment A, the Researcher/User agrees to the following terms and conditions:</p> <p>1) Researcher/User certifies that all information provided by Researcher/User in this Agreement is accurate and complete.</p> <p>2) Researcher/User agrees that all information contained in this Agreement may be shared as necessary to facilitate PCC operations and comply with PCC operational policies and procedures, including the sharing of information in this Agreement with the ARB, PRB, Data Hosts, Data Providers, and, if necessary, DHS.</p> <p>3) Researcher/User agrees to use the Data solely for the research purpose described in Attachment A and in all respects in accordance with this Agreement (including the terms and terms and conditions specified in Attachment A).</p> <p>4) Upon receipt of the Data, Data Provider hereby grants to Researcher/User, a license to Researcher/User to use the Data solely for the research purpose described in the Researcher/User’s application.</p> <p>5) Researcher/User agrees that he/she shall not transmit, send, export, or use the Data outside of the United States, and Researcher/User shall take steps to ensure that all persons named on Researcher/User’s application are aware of this restriction and do not transmit, send, export, or use the Data outside the United States.</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>Providers and/or Data Hosts of the Data to which Researcher/User is granted access. These Parties are therefore deemed third party beneficiaries under this agreement for only those purposes and Research/User hereby acknowledges the third party beneficiary rights of such Data Providers and Data Hosts provided, however, that if the MOA entered between the PCC and any specific Data Provider or Data Host does not contain a reciprocal third party beneficiary right in favor of Researcher/User, then this Article shall not apply in favor of such Data Provider or Data Host.</p> <p>4. The Researcher/User will not disclose Data to any persons other than those identified in the approved application which results in researcher/User being granted access to the Data, or such other persons as shall be approved in writing by the PCC (after consultation with the Data Provider or Application Review Board, as required by the terms set by the Data Provider of the Data in question) in response to a written request of Researcher/User.</p> <p>5. Researcher/User will establish and maintain the appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Data and to prevent unauthorized use or access to the Data, including the use of locked storage facilities and strong passwords for Data accessible electronically. Strong passwords must be at least 6 characters in length, and must include both alpha-numeric characters and symbols.</p> <p>6. Researcher/User will permit others to use the Data only in accordance with</p>	<p>Institution or for any other reason is no longer affiliated with the research associated with the Data, or (iii) dies, Researcher/User's approval to use or disclose the Data shall immediately be suspended, as shall use of Data by any other individual whether or not named in Researcher/User's application or located at Researcher/User's Sponsoring Institution. Researcher/User, or designate in the event of death, shall notify the PCC in writing within thirty (30) days of such event regarding the proposed disposition of all copies of the Data and follow PCC's directions as provided. Continued use of the Data to which Researcher/User had approved access shall be contingent upon the submission and approval of a new application for use of the datasets</p> <p>(b) Researcher/User as an Entity: If Researcher/User is an entity and the individual identified as the Data Custodian (i) leaves employment with Researcher/User, (ii) moves to another area of the Sponsoring Institution or for any other reason is no longer affiliated with the research associated with the Data, or (iii) dies, Researcher/User (the entity) shall provide the PCC with an interim point of contact and propose a substitute Data Custodian to the PCC within thirty (30) days of such event via an Amendment to Researcher/User Agreement. PCC shall approve or deny the proposed substitution within five business days, or such longer period as may</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>the terms of this Agreement and the procedures in Researcher/User's approved application. Access to the Data shall be limited to the minimum number of individuals necessary to achieve the purpose stated in Researcher/User's application, but in no event shall access be granted to persons not identified in the Researcher/User's approved application or subsequently approved in writing by the PCC.</p> <p>7. Researcher/User, whether individual or entity and whether or not they are also a Sponsoring Institution, shall notify PCC in writing within thirty (30) days if any approved individual leaves the Sponsoring Institution or the research project or, in the case of a Researcher/User that is an entity, if the controlling ownership (or other controlling entity) of the Researcher/User changes.</p> <p>8. (a) Researcher/User as an Individual. If Researcher/User is an individual and moves to a different institution after access to Data is granted, Researcher/User's approval to use or disclose the Data shall immediately be suspended, as shall use by any other individual named in Researcher/User's application or located at Researcher/User's Sponsoring Institution. Researcher/User will notify PCC and Researcher/User's current Sponsoring Institution in writing within thirty (30) days regarding the proposed disposition of all copies of the Data and follow PCC's directions and researcher/User's Sponsoring Institution's guidelines. Continued use of the Data to which Researcher/User had approved access shall be contingent upon the submission and</p>	<p>be required to obtain adequate information and/or approvals from Researcher/User or third parties as is necessary to fully evaluate the proposed Data Custodian's fitness for the position. During the period of review, no individuals other than those previously approved shall have access to the Data pending the PCC's decision.</p> <p>10) No findings, analysis, or information derived from the Data may be released if such findings contain any combination of data elements that might allow for identification or the deduction of a person's or institution's identity, unless such identification is both (a) explicitly permitted under the terms governing handling and release of Data incorporated herein and (b) not in violation of applicable U.S. or state law.</p> <p>11) Researcher/User shall submit any findings, results of analysis, or manuscripts proposed for public release, publication, or any other type of disclosure ("Writings") to persons not listed in Attachment A to the PCC for review and approval by a Publications Review Board (PRB). Researcher/User shall submit such Writings to the PCC at the same time that Researcher/User submits the Writings for conference or journal acceptance or for any other purpose. PRB review is limited to ensuring that data confidentiality is maintained, entities or individuals cannot be identified (except as permitted under Article 11 above), and the terms and conditions attached to the use of the Data</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>approval of a new application from Researcher/User, complete with a letter of Sponsorship from Researcher/User's new Sponsoring Institution. Should other individuals at the institution which sponsored Researcher/User's initial application desire continued access to the Data, a primary Researcher/User at that institution must complete and submit a new application for access to the Data and receive approval from the ARB for such access.</p> <p>(b) Researcher/User as an Entity. If Researcher/User is an entity and the individual identified as the primary Data Custodian leaves employment with Researcher/User, Researcher/User shall immediately propose an alternate Data Custodian to the PCC for its review and approval. Researcher/User shall provide such information on the proposed new Data Custodian as PCC shall reasonably require, and PCC may consult with the ARB, Data Provider, or Data Host during the review as required by the terms set by the Data Provider and Data Host of the Data in question or, in the absence of such terms, as PCC shall in its sole discretion deem appropriate. PCC shall approve or deny the proposed substitution within five business days, or such longer period as may be required to obtain adequate information from Researcher/User or third parties as is necessary to fully evaluate the proposed Data Custodian's fitness for the position, or to obtain approval of the ARB or Data Provider or Data Host as the terms associated with the Data require. During the period of review, no individuals other than those previously approved shall have access to the Data</p>	<p>have been followed.</p> <p>12) Researcher/User shall identify the PREDICT program as the source of Data in all Writings and DHS as the sponsor of PREDICT. Researcher/User shall abide by any decisions made by the PCC and PRB with respect to non-publication or changes necessary to ensure the conditions associated with the Data are met. Researcher/User shall not permit publication or otherwise publicly release such Writings until PRB approval has been received from the PCC. PCC may withhold approval to publish on the results of research only if it reasonably determines that the format of Data presentation is such that it does not meet the terms and conditions for the use of the Data as reflected in this MOA and Attachments or if publication of the Writings may result in identification of the Data Provider or another institution, organization, or individual or otherwise breach a duty of confidence owed to Data Provider or the subject from whom the Data was collected. Researcher/User shall provide to the PCC a link to or copy of all published Writings.</p> <p>13) Researcher/User shall report immediately to PCC any use or disclosure of the Data other than as permitted by this Agreement. Researcher/User shall take all commercially reasonable steps to mitigate the effects of such improper use or disclosure, including cooperating with all reasonable requests of PCC.</p> <p>14) Unless re-identification of Data</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>pending the PCC decision.</p> <p>9. No findings, analysis, or information derived from the Data may be released if such findings contain any combination of data elements that might allow for identification or the deduction of a person's or institution's identity, unless such identification is both (a) explicitly permitted under the terms governing handling and release of Data incorporated herein and (b) not in violation of applicable U.S. or state law.</p> <p>10. Researcher/User shall submit any findings, results of analysis, or manuscripts proposed for public release, publication, or any other type of disclosure to persons not listed and approved in this application (e.g., abstracts, presentations (oral or written), publications) to review by a Publications Review Board (PRB) managed by PCC prior to release to assure that data confidentiality is maintained, entities or individuals cannot be identified (except as permitted under Article 9 above), and the terms and conditions attached to the use of the Data have been followed. In addition, Researcher/User shall identify the PREDICT program as the source of Data in all proposed publications, and DHS as the sponsor of PREDICT. Researcher/User shall abide by any decisions made by the PCC and PRB with respect to non-publication or changes necessary to ensure these conditions are met, and will not submit such documents for publication or otherwise publicly release them until receiving the PCC's approval to do so; provided, PCC may withhold approval to publish on the results of research only if it</p>	<p>is required and was disclosed and approved in the application by Researcher/User to the ARB, Researcher/User shall not attempt to or actually unlock, override, reverse engineer, or otherwise take any steps to defeat any anonymization or obfuscation methods or tools that have been applied to any Data by the Data Provider or Data Host, or otherwise to violate any of the terms of use associated with the Data.</p> <p>15) Researcher/User agrees that in the event PCC determines or has a reasonable belief that Researcher/User has violated any terms of this Agreement, PCC may terminate this Agreement and require that Researcher/User destroy the Data and all derivative files pursuant to PCC instructions. PCC may also seek injunctive relief against Researcher/User to prevent any unauthorized disclosure of Data by Researcher/User. Researcher/User understands that as a result of this determination or reasonable belief that a violation of this Agreement has occurred, PCC may also refuse to release further Data to Researcher/User. In addition, PCC may report any misuse or improper disclosure of Data to Data Provider and Data Host and to appropriate authorities as permitted or required by applicable Federal or state law.</p> <p>16) Access to Data ends upon expiration or termination of this Agreement and Researcher/User shall, as directed by PCC, destroy all copies of the Data per PCC's instructions. Researcher/User or</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>reasonably determines that the format of Data presentation is such that it does not meet the terms and conditions for the use of the Data as reflected in this MOA and Attachments or if publication may result in identification of the Data Provider or another institution, organization, or individual or otherwise breach a duty of confidence owed to Data Provider or the subject from whom the Data was collected. A link to or copy of all approved publications shall be provided to the PCC by Researcher/User.</p> <p>11. Researcher/User will report immediately to PCC any use or disclosure of the Data other than as permitted by this Agreement, and will take all commercially reasonable steps to mitigate the effects of such improper use or disclosure, including cooperating with all reasonable requests of PCC towards that end.</p> <p>12. Unless re-identification of Data is required and was disclosed and approved in the application by Researcher/User to the ARB, Researcher/User may not attempt to or actually unlock, override, reverse engineer, or otherwise take any steps to defeat any anonymization or obfuscation methods or tools that have been applied to any Data by the Data Provider or Data Host, or otherwise to violate any of the terms of use associated with the Data.</p> <p>13. Researcher/User agrees that in the event PCC determines or has a reasonable belief that Researcher/User has violated any terms of this Agreement, PCC may terminate this Agreement and require that Researcher/User return the data and all derivative files. PCC may also seek</p>	<p>the Data Custodian shall certify such destruction or return by signing and providing to PCC a Certification of Data Destruction.</p> <p>17) Researcher/User shall be responsible for harm directly caused by the gross negligence or willful misconduct of Researcher/User or its agents, arising out of or connected to the use of any of the Data or research related to this Agreement.</p> <p>18) Researcher/User shall promptly notify PCC of any claim against it or a third party of which it becomes aware pertaining to Data or research related to this Agreement</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>injunctive relief against Researcher/User to prevent any unauthorized disclosure of Data by Researcher/User. Researcher/User understands that as a result of this determination or reasonable belief that a violation of this Agreement has occurred, PCC may also refuse to release further Data to Researcher/User. In addition, PCC may report any misuse or improper disclosure of Data to Data Provider and Data Host and to appropriate authorities as permitted or required by applicable Federal or state law.</p> <p>14. Upon expiration or termination of this Agreement or an expiration date specified for certain Data in Attachment A, and as directed by PCC, Researcher/User agrees to either destroy all copies of the Data or return such Data to the Data Host per PCC's instructions. Researcher/User or the Data Custodian shall certify such destruction or return by signing and providing to PCC a Certification of Data Return or Destruction.</p> <p>15. Researcher/User shall indemnify, defend, and hold PCC and its or their employees, officers, directors, or agents harmless from any loss, damage, liability, claims, costs, demands, suits, or judgments, including reasonable attorney's fees and the assumption of the defense and its costs, as a result of any damage or injury (including death) to PCC, and its or their employees, officers, directors, or agents, or injury to the property of PCC and its or their employees, officers, directors or agents, or for any injury (including death) to third persons or their property which is directly caused by the gross negligence or willful</p>	

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
<p>“PREDICT Coordinating Center (PCC) Rights and Obligations” Section – Reworded. Also word “Rights” added into title of the section to make the title more</p>	<p>misconduct of Researcher/User or its agents, in the course of performance or arising out of or connected to any of the Data or related research specified in or arising out of this Agreement. PCC will promptly notify Researcher/User of any claim against it of which PCC becomes aware and that is covered by this provision and Researcher/User shall authorize representatives to settle or defend any such claim or suit and to represent PCC or other indemnified parties in such litigation; provided, PCC may, in its sole discretion and at its expense, provide counsel to represent it or to assist counsel for Researcher/User.</p> <p>16. Researcher/User will promptly notify PCC of any claim against it or a third party of which it becomes aware pertaining to Data or this Agreement and Researcher/User shall authorize representatives to settle or defend any such claim or suit and to represent PCC or other indemnified parties in such litigation; provided, PCC may, in its sole discretion and at its expense, provide counsel to assist counsel for Researcher/User.</p> <p>-----</p> <p>1. PCC shall notify Researcher/User of</p> <ul style="list-style-type: none"> a) FOIA or other legal requests for access to Data b) Data return or destruction requirements at expiration date for Data specified in Attachment A. <p>2. Unless otherwise indicated in Attachment A, PCC has obtained from all Data Providers and Data Hosts with rights in the Data acquired by Researcher/User hereunder an agreement containing third-party beneficiary rights in Researcher/User to enable Researcher/User to seek redress</p>	<p>-----</p> <p>1. PCC shall notify Researcher/User of : a) Freedom of Information Act (“FOIA”) or other legal requests for access to data regarding this Agreement; and b) Data destruction requirements at expiration of this Agreement.</p> <p>2. PCC shall obtain from all Data Providers written agreement that (i) its Data complies with all restrictions specified by the PCC and all requirements of applicable governing or regulating bodies and/or contractual agreements,</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>effective, shall be in writing and signed by an authorized Representative of each Party. This Agreement shall be construed and interpreted in accordance with the laws of the state of North Carolina.</p> <p>3. No rights or licenses under the intellectual property rights of PCC or Researcher/User are granted or implied hereunder. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right in favor of either party or any third party in any patents or other intellectual property rights of the other. All intellectual property, technology, information and data provided or disclosed hereunder shall be the sole and exclusive property of its owner or valid licensee and neither party shall use or disclose such intellectual property, technology, information and data except as expressly agreed to in writing by the owning or controlling party.</p> <p>4. Neither party shall in any manner reference or cause to be referenced the other party, its trade names, trademarks, service marks or any other indicia of origin owned by it, or indicate that its operations are any way sponsored, approved or endorsed by the other. Except with the written consent of Researcher/User, PCC shall not cause to be issued or released for publication, or participate in the publication of, any articles or publicity relating to Researcher/User and the subject matter of this Agreement; provided, however, that PCC may reveal all information supplied by Researcher/User in its applications to the ARB or PRB as necessary for those bodies to act upon such applications, so</p>	<p>Amendments to this Agreement, to be effective, shall be in writing and signed by an authorized Representative of each Party.</p> <p>3. This Agreement shall be construed and interpreted in accordance with the laws of the state of North Carolina.</p> <p>4. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right in favor of either party or any third party in any patents or other intellectual property rights of the other.</p> <p>5. Neither Party shall in any manner reference or cause to be referenced the trade names, trademarks, service marks or any other indicia of origin owned by the other Party, or indicate that its operations are any way sponsored, approved or endorsed by the other.</p> <p>6. Except with the written consent of Researcher/User, PCC shall not cause to be issued or released for publication, or participate in the publication of, any articles or publicity relating to Researcher/User and the subject matter of this Agreement; provided, however, that PCC may reveal all information supplied by Researcher/User in this MOA and its applications to the ARB or PRB, so long as that information is used only for purposes of evaluating those applications.</p> <p>7. Neither this Agreement nor the receipt of Data by Researcher/User shall constitute or imply any promise or intention by Researcher/User to evaluate, process or make use of the Data</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>long as that information is used only for purposes of evaluating those applications and not shared with third parties unless necessary to such review and approved by Researcher/User.</p> <p>5. Neither this Agreement nor the receipt of Data by Researcher/User shall constitute or imply any promise or intention by Researcher/User to evaluate, process or make use of the Data either now or in the future; provided, Researcher/User shall comply with any requirements of the entity supplying any Data or Metadata to Researcher/User even if they conflict with this provision.</p> <p>6. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS) IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER IT WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.</p> <p>7. Any legal action arising in connection with this Agreement must begin within two (2) years after the cause of action arises.</p> <p>8. This Agreement shall not be considered accepted or effective until signed below by authorized representatives of both of the parties. Each party represents and warrants that the person signing this Agreement on its behalf has full authority to do so. By signing below, each individual warrants that he or she is authorized to bind his or her organization to this Agreement. Neither party may assign all or a portion of its rights and obligations hereunder without the prior</p>	<p>either now or in the future.</p> <p>8. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS) IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER IT WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.</p> <p>9. Any legal action arising in connection with this Agreement must begin within two (2) years after the cause of action arises.</p> <p>10. The Parties may execute two or more copies of this Agreement, each of which shall constitute an original copy of this Agreement. A scanned, imaged, facsimile or photocopy of this Agreement or amendment to this Agreement as executed by the Parties shall be deemed to be an original executed copy for all purposes.</p> <p>11. If Researcher/User is an individual, this Agreement 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 Agreement shall not be considered accepted or effective until signed below by authorized representatives of both Parties, and each Party represents and warrants that the person signing this Agreement on its behalf has full authority to bind his or her organization to this Agreement. By</p>

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New CI
	<p>written approval of the other party.</p> <p>9. The Parties may execute two or more copies of this Agreement, each of which shall constitute an original copy of this Agreement. A scanned, imaged, facsimile or photocopy of this Agreement as executed by the Parties shall be deemed to be an original executed copy for all purposes.</p>	<p>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.</p>

DHS Form 10036: Memorandum of Agreement PCC and Data Provider Form

1. No changes (other than formatting listed above.) There are no changes to what information is being collected; schema that submits Data Provider information under this MOA will have no changes. PREDICT data will continue to be collected via bulk upload using the schema and will continue to be used according to established procedures for dataset requests and approvals.

DHS Form 10037: Memorandum of Agreement PCC and Data Host

1. No changes (other than formatting listed above.) There are no changes to Data Host provisions. PREDICT does not anticipate adding Data Hosts at this time, although this may change in the future.

DHS Form 10038: Authorization Letter for Data Host Form

1. No changes (other than formatting listed above.) There is no additional information being collected; changes were to formatting only.

DHS Form 10039: Authorization Letter for Data Provider Form

1. No changes (other than formatting listed above.) There is no additional information being collected; changes were to formatting only.

DHS Form 10040: Sponsorship Letter for PREDICT Account Form

1. Words "For PREDICT Account" added to title of form to clarify the use of the document.
2. Instructions/Introduction - Reworded.
3. Letter - Reworded/reformatted
4. Table altered - - New wording distinguishes between individual researcher and "entity" researcher, which applies to multiple researchers with a single data custodian within an organization.

DHS Form 10040: Sponsorship Letter Form	Previous CI	New CI
<p>Instructions/Introduction - Reworded</p>	<p>Thank you for your interest in joining the PREDICT community. In order for your application to be considered you must have your supervisor or other appropriate manager in your organization execute the attached Sponsorship Letter. The person signing the letter should have authority to act on behalf of your organization. Please be sure to provide these instructions along with the letter template when requesting a signature. The completed and signed letter must be received by the PREDICT Coordinating Center before your application for an account as a researcher can be considered.</p> <p>Directions:</p> <p>1. You will need to print this letter on your institution's letterhead. You may do this in two ways: a. Cut and paste the text of the letter into your word processing program so you can fill in the information requested using your institution's letterhead. Once you have inserted the information, you can save and print the letter. Note: you will need to adjust the formatting for the word processing program you are using. b. Fill in the form within the PDF. The top margin is about 1.5 inches to accommodate letterhead. Print the letter using your institution's letterhead.</p> <p>2. Fill in appropriate names, dates, and other information where indicated with the requested information. Do not omit any of the requested</p>	<p>Thank you for your interest in joining the PREDICT community. All Researchers must have a sponsoring organization in order to obtain a PREDICT account. A PREDICT account enables a Researcher to access the PREDICT catalog of datasets and to request the use of those datasets. A completed and signed sponsorship letter must be received by the PREDICT Coordinating Center before your application for an account as a Researcher can be considered. Sponsorship letters must be signed by a supervisor or manager with authority to act on behalf of your organization.</p> <p><u>Definition of Researcher</u></p> <p>A Researcher may be an individual or it may be an entity, such as a corporation that desires to have a team of personnel conduct specific cyber security research and development (R&D). If the Researcher is an entity, the entity must name a Data Custodian who is the person designated to have a PREDICT account and request datasets on behalf of that entity. Entities may have more than one Data Custodian, with each person having a PREDICT account. Researchers in an academic environment usually have individual PREDICT accounts and are sponsored as individuals by their institution. An individual Researcher may involve others in the R&D project that he/she plans to conduct using PREDICT</p>

DHS Form 10040: Sponsorship Letter Form	Previous CI	New CI
	<p>information. a. Use one copy of the letter to cover multiple researchers, if needed.</p> <p>b. Optional: Insert the prefix appropriate to the researcher(s) (Dr., Ms, Miss, Mrs., Mr.)</p> <p>c. Spell out the name of your company, organization, school and/or department. Do not abbreviate.</p> <p>3. Print out the letter.</p> <p>4. Sign and fax to the PREDICT Coordinating Center, RTI International, Attn: Renee Karlsen, 866.835.0255 (toll free).</p> <p>Questions regarding your application may be directed to the PREDICT Coordinating Center, at predict-contact@rti.org</p>	<p>datasets.</p> <p><u>INSTRUCTIONS</u></p> <p>Researchers seeking an individual PREDICT account must submit the attached Sponsorship Letter <i>on the sponsoring organization's letterhead</i> to the PREDICT Coordinating Center (PCC). <u>Check the box: Sponsorship of Individual as Researcher</u>. The letter must be signed by a supervisor or other appropriate manager from the sponsoring institution who has authority to act on behalf of the organization. Individuals named as Researchers must be employed by or affiliated with the Sponsoring Institution. The completed and signed Sponsorship Letter must be received by the PREDICT Coordinating Center (PCC) before a PREDICT account will be assigned. After the Sponsorship Letter has been accepted by the PCC, the actual application for a PREDICT account is made by the individual Researcher(s) through the PREDICT portal at http://www.predict.org.</p> <p>Organizations who are seeking to be an entity acting as a Researcher must submit the attached Sponsorship Letter <i>on the sponsoring organization's letterhead</i> to the PREDICT Coordinating Center (PCC). <u>Check the box: Sponsorship of Entity as Researcher</u>. The letter must be signed by a supervisor or person who has authority to act on behalf of the organization. The Sponsorship Letter must designate a Data Custodian(s) to</p>

DHS Form 10040: Sponsorship Letter Form	Previous CI	New CI
<p>Letter – Reworded/reformatted</p>	<p>----- Dear Ms. Karlsen: I am writing you in regard to an</p>	<p>have a PREDICT account and manage research for the organization. Reminder: a Data Custodian is the individual with primary responsibility for the receipt, security, oversight, use, and return of the Data that is obtained from PREDICT for a particular research effort. The Data Custodian does not have to be an employee of or affiliated with the Sponsoring Institution. After the Sponsorship Letter has been accepted by the PCC, the Data Custodian(s) apply for PREDICT accounts through the PREDICT portal at http://www.predict.org. INSTRUCTIONS FOR ALL APPLICANTS Put the text of the Sponsorship letter onto your organization's letterhead. Fill in appropriate names, dates, and other requested information; do not omit any of the information, as incomplete letters will be returned and the process delayed accordingly. Do not use abbreviations for organization names, schools, departments, etc. Fax the signed (866) 835-0255 (toll free) or email a PDF file of the letter to PREDICT-contact@rti.org. PCC will notify you of acceptance/rejection of the Sponsorship Letter usually within one week from receipt. QUESTIONS OR NEED ASSISTANCE? Contact the PCC for assistance via email at PREDICT-contact@rti.org. ----- Dear PREDICT Coordinating Center:</p>

DHS Form 10040: Sponsorship Letter Form	Previous CI	New CI
	<p>application for access to data under the PREDICT project for which RTI is serving as the PREDICT Coordinating Center (PCC). I understand that a letter of support from a Sponsoring Institution is one of the required elements of a successful application for access to PREDICT data, and this letter is meant to fill that purpose. By this letter, I am confirming on behalf of myself and my organization that: (Fill in all information and sign below):</p> <ol style="list-style-type: none"> 1. This letter is being sent on behalf of the following staff (Applicant(s)): [Table] 2. Applicant(s) are currently affiliated with our organization, and serve(s) in the Department or Organizational Unit listed in Section 1. 3. Applicant(s) is (are) an employee(s) in good standing with our organization. 4. Applicant(s) has (have) a legitimate need for PCC Data, owing to their Position within their department and role in the proposed PREDICT research, as spelled out in Section 1. 5. Applicant(s) can be anticipated to have a need for this data until this (or similar legitimate work approved by the PREDICT Application Review Board) is completed, according to estimated dates listed in Section 1. 6. I or my successor in my role will inform PCC should any of the Applicants listed in Section 1 leave our institution or otherwise have changed circumstances calling into 	<p>I am sending this Sponsorship Letter for Researcher access to PREDICT data by _____</p> <p>(enter name of entity or individual(s) being sponsored). I understand that a Sponsorship Letter is required for access to PREDICT data, and that this letter must be signed by a person who has authority to act on behalf of the sponsoring institution. I have such authority. I understand that a Researcher may be sponsored individually by an organization or an organization may submit a Sponsorship Letter for the entity itself to function as a Researcher, naming one or more Data Custodians as the persons who will apply for PREDICT accounts and be responsible for the research and PREDICT data used by the entity. This letter is (check one):</p> <p>*Sponsorship of Individual(s) as Researcher (if desired, more than one individual can be listed on a Sponsorship Letter if each Researcher would like to have a PREDICT account).</p> <p>*Sponsorship of Entity as Researcher (if desired, more than one individual can be listed on a Sponsorship Letter as Data Custodian)</p> <p>This letter is being sent on behalf of the following individual(s) or on behalf of the following Data Custodian(s) who will apply for PREDICT accounts on behalf of this organization: [Table]</p> <p>The above named persons have a legitimate need for PREDICT data, owing to their position</p>

DHS Form 10040: Sponsorship Letter Form	Previous CI	New CI
	<p>question their need for the PCC Data or the appropriateness of their having access to the Data. As a member of the cyber-security research community, I appreciate the importance of this work and am delighted to assist PREDICT disseminate these data and results. Should you have need for further information, please contact me.</p>	<p>within their department or business unit, and the responsibilities assigned to them.</p> <p>If this is a Sponsorship of Individuals as Researcher(s), I hereby confirm that the above individual(s) is/are currently affiliated with this organization, is/are in good standing, and serve in the capacity noted above. I, or any successor in my role, will inform the PCC if any of the above named individual(s) leave our organization or otherwise have changed circumstances calling into question or eliminating their need for PREDICT data.</p> <p>If this is a Sponsorship of Entity, I hereby confirm that the above named individual(s) will serve as Data Custodian(s) for our organization and are trusted by this organization to be responsible for PREDICT data and research efforts on its behalf. I, or any successor in my role, will inform the PCC if any of the individual(s) named above as a Data Custodian is/are no longer in that role or is/are no longer in charge of the data and associated research effort. At the same time, we will provide information on the Data Custodian(s) who will replace the previous one(s).</p> <p>This organization appreciates the importance of cyber security and the value of R&D efforts in this area, and we are pleased to support the PREDICT project through this Sponsorship Letter. Please let me know if you need any further information.</p>

The following forms were added as PREDICT has built out its legal infrastructure. They are used according to this new workflow:

1. Form 10061 Notice of Data Access Expiration is emailed to Researcher 90 days before expiration date. Attached to the email are Form 10041 Notice of MOA and Data Request Extension and 10042 Notice for Certificate of Data Destruction.
2. If Researcher elects to extend his access to the data, he returns Form 10041 to the PREDICT Coordinating Center (PCC) and his deadline to use the data is extended by 90 days.
3. If Researcher does not extend his access, he must return Form 10042 to the PCC.
4. If Researcher's access has not expired but the makeup of his research team has changed, he notifies the PCC by email and in return is asked to submit Form 10060.

DHS Form 10041: Notice of MOA and Data Request Extension

1. Title of form changed from "Notice of Dataset Access/Application Expiration" to "Notice of MOA & Data Request Extension" See #2 above.
2. Form has been shortened and revised to just include a form letter (to be filled in by data requester) and a "Contact Information Section." The changes are proposed to clarify what the PCC is requesting of the Researcher.

DHS Form 10042: Notice for Certificate of Data Destruction

1. Form has been expanded to include a "Notice for Certificate of Data Destruction" section and a "Contact Information" section. The changes were made to separate the actual certificate from a previous (unused) version of notice that combined 10041 and 10042. See Step 3 above.
2. Form letter (to be filled in by researcher) has been added in new "Notice for Certificate of Data Destruction" section.
3. Format of "Certificate of Data Destruction" has been changed but information requested is the same.

DHS Form 10060: Amendment to Research/User Agreement

1. This is a new form. The form is being added when, in the evolution of the PREDICT project, it became clear that the project needed a formal way to amend MOAs. Previously they were done in an ad hoc fashion and not supported by a formal process. See Step 4 above.

DHS Form 10061: Notice of Data Access Expiration

1. This is a new form. The change was made to separate notice of data access expiration from a proposed notice that an MOA had not been executed in a timely manner. See Step 1 above.