# **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 very 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 very 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.

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DHS Form 10035:	Previous Cl	New Cl
Memorandum of		
Agreement PCC and		
Researcher/User Form		
Researcher/User Form Introduction and instructions - reworded	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. Directions: 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	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). Instructions: Print the MOA. Fill in requested information and complete Attachment A, as noted. Complete the Contact Information form below Sign the MOA and fax it to <b>866.835.0255 (toll free)</b> . An executed copy will be returned to
	Coordinating Center, RTI International, Attn: Renee Karlsen, at <b>866.835.0255 (toll free.)</b> . An executed copy will be returned to you for your files.	you for your files. Questions regarding this MOA or your request for PREDICT datasets may be directed to the PCC via email: <u>PREDICT-</u>
	Questions regarding your application may be directed to the PCC via email:	<u>contact@rti.org</u> .

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New Cl
Signature Segment - reworded	PREDICT-contact@rti.org This Memorandum of Agreement (Agreement) is between, a, a	This Memorandum of Agreement ("MOA" or "Agreement") is between, a corporation or entity having offices at or an individual, , with address of ("Researcher/User" for either corporation/entity or individual) and Research Triangle Institute ("RTI"), a North Carolina corporation having offices at 3040 Cornwallis Road, Research Triangle Park, NC 27709, collectively referred to as "the Parties." RTI serves under contract to the United States Department of Homeland Security ("DHS") as the operator of the PREDICT Coordinating Center ("PCC"). References throughout this document to "PCC" shall be deemed to refer to RTI. References to the MOA Identification number ("MOA ID") assigned at the top left of each page of this document shall refer to this Agreement.
"Recitals" Section - Reworded (Table remained same, so not included here) in response to adjustment in the legal wording	The PCC supports the Protected Repository for the Defense of Infrastructure against Cyber Threats (PREDICT) project sponsored by the United States Department of Homeland Security (DHS). DHS will provide funding to the PCC and the Data Hosts for the PREDICT Project. This Agreement consists of the General Terms and Conditions and Attachment	The PCC supports the Protected Repository for the Defense of Infrastructure against Cyber Threats (PREDICT) project sponsored by the United States Department of Homeland Security (DHS). This Agreement consists of: the General Terms and Conditions and Attachment A and any subsequent Amendment(s) to Researcher/User

DHS Form 10035:	Previous CI	New Cl
Memorandum of		
Agreement PCC and Researcher/User Form		
and editing	A. The provisions of each Attachment shall be construed so as to be fully consistent with all of the provisions of the General Terms and Conditions and, in the case of any conflict, the General Terms and Conditions shall prevail unless an Attachment is separately executed by both Parties and expressly amends particular provisions of the General Terms and Conditions, in which case the amendments of such Attachment shall prevail over such particular provisions of the General Terms and Conditions.	Agreement, if executed. The provisions of Attachment A shall be construed so as to be fully consistent with all of the provisions of the General Terms and Conditions of this Agreement and, in the case of any conflict, the General Terms and Conditions shall prevail unless an Attachment is separately executed by both Parties and expressly amends particular provisions of the General Terms and Conditions, in which case the amendments of such Attachment shall prevail over such particular provisions of the General Terms and Conditions.
"General Terms and Conditions" Section - Reworded/Shortened	Researcher/User and PCC agree to the following: <b>Data</b> shall mean the information described in Attachment A that is owned or controlled by a Data Provider, made available to the PREDICT project via a Data Host, and which is being requested by the Researcher/User. Attachment A shall be incorporated into this Agreement at the time and to the extent that Researcher/User's application for Data described therein is approved by the Application Review Board (ARB). <b>Metadata</b> , as described in Attachment A, is information about the Data (but not the Data itself) which Data Provider and/or Data Host agree to disclose to the PCC and to permit the PCC to compile in a catalog with other Metadata which is accessible by Data Providers and Data Hosts via the PREDICT portal, and which PCC may further disclose to approved Researchers/Users in a manner	Researcher/User and PCC agree to the following: <b>Data</b> shall mean the datasets described in Attachment A that are owned or controlled by a Data Provider, which are being requested by the Researcher/User. <b>Metadata</b> is descriptive information about the Data (but not the Data itself) that is inserted in the PREDICT data catalog and serves as a description of the Data. <b>DHS</b> shall mean the U.S. Department of Homeland Security. <b>PCC</b> shall mean the Predict Coordinating Center that manages the PREDICT data catalog and operations, processes applications for PREDICT data, and handles requests for approval of publication and other administrative matters. PCC does not store, maintain, or have access to any of the Data. <b>Data Provider</b> shall mean an entity that provides Data to the PREDICT project that it owns or has a right to

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

DHS Form 10035: Memorandum of	Previous Cl	New Cl
Agreement PCC and Researcher/User Form		
	PREDICT project. A Data Provider must enter into a Data Provider "Memorandum of Agreement" with	relating to research using Data received through PREDICT.
	PCC.	Researcher/User must sign
	Data Host shall mean an entity that	Attachment A as a condition
	provides computing infrastructure to store Data received from one or more Data Providers, and provides	precedent to obtaining any Data under PREDICT.
	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.	
	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.	
	<i>Data Custodian</i> 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. <b>Sponsoring Institution</b> is an	

DHS Form 10035: Memorandum of	Previous Cl	New Cl
Agreement PCC and		
Researcher/User Form		
	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.	
	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.	
	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.	

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

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New Cl
Researcher/User Form	Attachment A. Researcher/User shall not use the Data for purposes other than those described in the Researcher/User's application. Furthermore, Researcher/User 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. Upon receipt of the Data, Data Provider hereby grants to Researcher/User, on behalf of Data Provider (itself) and the Data Host(s), a license to Researcher/User to use the Data solely for the purposes described in the Researcher/User's application. 3. Use of Data by Researcher/User shall conform to the terms of the license granted, and the terms of this MOA and Attachments. Researcher/User shall not through negligence or willful misconduct violate or infringe existing intellectual property or confidentiality rights of the person(s) or entity(ies) with such rights in the Data. Researcher/User shall not be liable to the property right holder for any such infringement where such infringement results solely from the release by Data Provider or Data Host of the Data to Researcher/User, or results solely from use by Researcher/User in accordance with its approved application and the terms of this MOA, including Attachment A. The Terms and Conditions of this Article are for the primary benefit of PCC and	6) The Researcher/User shall not allow access to or use of Data to any persons other than those identified in Attachment A of this Agreement. Researcher/User shall initiate an Amendment to this Agreement if individuals other than those identified in Attachment A are to be given access to the Data. Such Amendment must be approved and signed by both the Researcher/User and the PCC prior to any new individuals being given access to any Data. 7) Researcher/User shall 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. At a minimum, Researcher/User shall use at least the same degree of care in safeguarding Data he/she uses for his/her own proprietary information, provided such degree of care is reasonably calculated to prevent inadvertent disclosure or unauthorized use. 8) Researcher/User, if an individual, shall notify the PCC in writing within thirty (30) days if he/she leaves the Sponsoring Institution or the research project or, in the case of a Researcher/User that is an entity, if the Data Custodian is no longer serving in this capacity. 9) (a) Researcher/User as an Individual: If Researcher/User is an individual and (i) moves to a
	Researcher/User; however, a violation by Researcher/User of these Obligations may create harm to Data	different institution after access to Data is granted, (ii) moves to another area of the Sponsoring

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New Cl
Researcher/User Form	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. 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. 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	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 (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
	both alpha-numeric characters and symbols. 6. Researcher/User will permit others to use the Data only in accordance with	Researcher/User Agreement. PCC shall approve or deny the proposed substitution within five business days, or such longer period as may

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

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

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

DHS Form 10035: Memorandum of Agreement PCC and Researcher/User Form	Previous CI	New Cl
	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. 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. 12. Unless re-identification of Data is required and was disclosed and approved in the application by 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. 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	the Data Custodian shall certify such destruction or return by signing and providing to PCC a Certification of Data Destruction. 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. 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

DHS Form 10035:	Previous Cl	New Cl
Memorandum of		
Agreement PCC and		
Researcher/User Form		
	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.	
	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.	
	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	
	Sy the Bross healbence of Willia	

DHS Form 10035:	Previous CI	New Cl
Memorandum of		
Agreement PCC and Researcher/User Form		
Researcher/Oser Form	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.	
	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.	
	1. PCC shall notify Researcher/User of	1. PCC shall notify Researcher/User
	a) FOIA or other legal requests for	of : a) Freedom of Information Act
	access to Data	("FOIA") or other legal requests for
	b) Data return or destruction	access to data regarding this
	requirements at expiration date for	Agreement; and b) Data destruction
	Data specified in Attachment A.	requirements at expiration of this
	2. Unless otherwise indicated in	Agreement.
"PREDICT Coordinating	Attachment A, PCC has obtained from	2. PCC shall obtain from all Data
Center (PCC) Rights and	all Data Providers and Data Hosts with	Providers written agreement that
Obligations" Section – Reworded. Also word	rights in the Data acquired by Researcher/User hereunder an	(i) its Data complies with all restrictions specified by the PCC
"Rights" added into	agreement containing third-party	and all requirements of applicable
title of the section to	beneficiary rights in Researcher/User to	governing or regulating bodies
make the title more	enable Researcher/User to seek redress	and/or contractual agreements,

DHS Form 10035:	Previous Cl	New Cl
Memorandum of Agreement PCC and		
Researcher/User Form		
precise in relation to the legal wording.	against Data Providers and Data Hosts for any claim, suit or proceeding asserted or commenced against Researcher/User by a third party for violation of the rights of that third party where such claim, suit or proceeding arises out of an allegation that Data furnished to Researcher/User hereunder infringes any intellectual property or confidentiality right.	and (ii) that all Data is consistent with Data Provider's privacy, security, or other policies and procedures applicable to the Data. 3. PCC may terminate this Agreement upon determination that information provided in this Agreement was false, inaccurate, incomplete, or otherwise designed to conceal material information and require destruction of all Data (and copies thereof) that was provided to Researcher/User.
"Joint Rights and Obligations – Researcher/User and PCC, and Other Provisions" Section – Reworded to place responsibility for publication review on both parties.	<ol> <li>Either party may terminate this Agreement by providing thirty days written notice. Upon any termination or the expiration of this Agreement, Researcher/User will return or destroy all copies of Data or portions thereof in its possession that it has received from Data Host or created (or had others create) using Data that Researcher/User received from any Data Host. Researcher/User will have the Data Custodian certify to Data Host and PCC such destruction or return by signing and providing to each a Certification of Data Return or Destruction.</li> <li>This Agreement shall remain in force for a period of one year commencing with the date of latest signature below, or through the end date of the license in Data granted to Researcher/User, whichever is longer. All obligations or rights which by their nature survive and continue after the end date of this Agreement shall survive and continue, and this shall specifically include the obligation of Researcher/User to seek review by the PCC and PRB prior to publication as noted above. Any Amendments to this Agreement, to be</li> </ol>	<ol> <li>Either party may terminate this Agreement by providing thirty (30) days written notice. Upon any termination or the expiration of this Agreement, Researcher/User shall, upon direction from PCC, destroy all copies of Data, or portions thereof, in its possession that it has received from Data Host or created (or had others create). Researcher/User shall certify (or in the case of an entity that is a Researcher/User, the Data Custodian shall certify) to PCC such destruction or return by signing and providing a Certification of Data Destruction.</li> <li>This Agreement shall remain in force for a period of one year commencing with the date of latest signature below, or as amended. All obligations or rights, which by their nature survive and continue after the end date of this Agreement, shall survive and continue, and this shall specifically include the obligation of Researcher/User to seek review by the PCC and PRB prior to publication as noted above. Any</li> </ol>

DHS Form 10035: Memorandum of	Previous Cl	New Cl
Agreement PCC and Researcher/User Form		
Memorandum of Agreement PCC and	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. 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	Amendments to this Agreement, to be effective, shall be in writing and signed by an authorized Representative of each Party. 3. This Agreement shall be construed and interpreted in accordance with the laws of the state of North Carolina. 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. 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. 6. Except with the written consent
	owning or controlling party. 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	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. 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

pur app part and 5. N rece shal inte eva Dat prov	g as that information is used only for poses of evaluating those dications and not shared with third ties unless necessary to such review approved by Researcher/User. Neither this Agreement nor the eipt of Data by Researcher/User Il constitute or imply any promise or ention by Researcher/User to luate, process or make use of the a either now or in the future; vided, Researcher/User shall comply	either now or in the future. 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,
sup Reserved with 6. N THE IND PUN OF 2 REV BUS THIS WH OTH KNE 7. A with two ariss 8. T con sign repu Eact that on i By s	h any requirements of the entity plying any Data or Metadata to earcher/User even if they conflict h this provision. EITHER PARTY SHALL BE LIABLE TO E OTHER FOR INCIDENTAL, DIRECT, CONSEQUENTIAL, SPECIAL, NITIVE, OR EXEMPLARY DAMAGES ANY KIND (INCLUDING LOST /ENUES OR PROFITS, OR LOSS OF SINESS) IN ANY WAY RELATED TO S AGREEMENT, REGARDLESS OF IETHER IT WAS ADVISED, HAD HER REASON TO KNOW, OR IN FACT EW OF THE POSSIBILITY THEREOF. any legal action arising in connection h this Agreement must begin within 0 (2) years after the cause of action es. this Agreement shall not be sidered accepted or effective until hed below by authorized resentatives of both of the parties. h party represents and warrants t the person signing this Agreement its behalf has full authority to do so. signing below, each individual	HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. 9. Any legal action arising in connection with this Agreement must begin within two (2) years after the cause of action arises. 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. 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
bind Agre all c	rants that he or she is authorized to d his or her organization to this eement. Neither party may assign or a portion of its rights and igations hereunder without the prior	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

DHS Form 10035: Memorandum of Agreement PCC and	Previous Cl	New Cl
Researcher/User Form	written approval of the other party. 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.	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.

# 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.

Thank you for your interest in joining the PREDICT community. In order for your application to be considered you must have	Thank you for your interest in joining the PREDICT community. All Researchers must have a
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. Directions: 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	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. Definition of Researcher 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
letterhead. Print the letter using your institution's letterhead. 2. Fill in appropriate names, dates, and other information where indicated with the requested information. Do not	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
	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. Directions: 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. 2. Fill in appropriate names, dates, and other information where indicated with the

DHS Form 10040: Sponsorship	Previous CI	New CI
Letter Form	information. a. Use one copy of the letter to cover multiple researchers, if needed. b. Optional: Insert the prefix appropriate to the researcher(s) (Dr., Ms, Miss, Mrs., Mr.) c. Spell out the name of your company, organization, school and/or department. <b>Do not</b> <b>abbreviate</b> . 3. Print out the letter. 4. Sign and fax to the PREDICT Coordinating Center, RTI International, Attn: Renee Karlsen, <b>866.835.0255 (toll free)</b> . Questions regarding your application may be directed to the PREDICT Coordinating Center, at <u>predict</u> - <u>contact@rti.org</u>	datasets. INSTRUCTIONS Researchers seeking an individual PREDICT account must submit the attached Sponsorship Letter on the sponsoring organization's letterhead to the PREDICT Coordinating Center (PCC). Check the box: Sponsorship of Individual as Researcher. 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. Organizations who are seeking to be an entity acting as a Researcher must submit the attached Sponsorship Letter on the sponsoring organization's letterhead to the PREDICT Coordinating Center (PCC). Check the box: Sponsorship of Entity as Researcher. 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

DHS Form 10040: Sponsorship	Previous Cl	New Cl
DHS Form 10040: Sponsorship Letter Form	Previous CI	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 <u>PREDICT-</u> contact@rti.org. PCC will notify you of acceptance/rejection of the Sponsorship Letter usually within one week from receipt. QUESTIONS OR NEED
Letter – Reworded/reformatted	 Dear Ms. Karlsen: I am writing you in regard to an	ASSISTANCE? Contact the PCC for assistance via email at <u>PREDICT-</u> <u>contact@rti.org</u> .  Dear PREDICT Coordinating Center:

DHS Form 10040: Sponsorship Letter Form	Previous Cl	New Cl
	application for access to data under the PREDICT project for which RTI is serving as the PREDICT Coordinating Center	I am sending this Sponsorship Letter for Researcher access to PREDICT data by
	(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	(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
	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 <b>all</b> information and sign below):	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
	<ol> <li>This letter is being sent on behalf of the following staff (Applicant(s)): [Table]</li> <li>Applicant(s) are currently affiliated with our organization,</li> </ol>	an organization or an organization may submit a Sponsorship Letter for the entity itself to function as a Researcher, naming one or more Data
	and serve(s) in the Department or Organizational Unit listed in Section 1. 3. Applicant(s) is (are) an employee(s) in good standing	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
	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	(check one): *Sponsorship of Individual(s) as Researcher (if desired, more than one individual can be listed on a Sponsorship Letter if each
	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	Researcher would like to have a PREDICT account). *Sponsorship of Entity as Researcher (if desired, more than one individual can be listed on a Sponsorship Letter as Data
	PREDICT Application Review Board) is completed, according to estimated dates listed in Section 1. 6. I or my successor in my role	Custodian) 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
	will inform PCC should any of the Applicants listed in Section 1 leave our institution or otherwise have changed circumstances calling into	PREDICT accounts on behalf of this organization: [Table] The above named persons have a legitimate need for PREDICT data, owing to their position

DHS Form 10040: Sponsorship	Previous Cl	New CI
DHS Form 10040: Sponsorship Letter Form	Previous CI 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.	New CI within their department or business unit, and the responsibilities assigned to them. 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. 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). 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

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.