

# COVER LETTER

## MEMORANDUM OF AGREEMENT – DATA PROVIDER



Thank you for your interest in joining the PREDICT community as **DATA PROVIDER**. Questions regarding this MOA may be directed to PREDICT Legal Counsel, [PREDICT Coordinating Center](#), via phone at +1 800 957 6422 (USA) or email, [predict-contact@rti.org](mailto:predict-contact@rti.org).

Please complete the information below and send an executed copy electronically to the PCC at [PREDICT-contact@rti.org](mailto:predict-contact@rti.org) or fax it to +1 866 835 0255, Attn: Project Manager. An executed copy will be returned to you for your files.

### Contact Information For Person Signing Document

<b>Name</b>	_____		
<b>Title</b>	_____		
<b>Organization</b>	_____		
<b>Address</b>	_____		
<b>Address 2</b>	_____		
<b>City</b>	<b>State/Province</b>	<b>Postal Code</b>	_____
<b>Country</b>	<b>Email</b>	_____	
<b>Phone</b>	<b>Alt Phone</b>	<b>Fax</b>	_____

**DHS Authority to Collect This Information:** The Homeland Security Act of 2002 [Public Law 107-296, §302(4)] authorizes the Science and Technology Directorate to conduct “basic and applied research, development, demonstration, testing, and evaluation activities that are relevant to any or all elements of the Department, through both intramural and extramural programs.” In exercising its responsibility under the Homeland Security Act, S&T is authorized to collect information, as appropriate, to support R&D related to improving the security of the homeland. **Principal Purpose:** DHS collects name, organization and title (if any), email address, home and/or work address, and telephone numbers for the purpose of contacting individuals regarding the PREDICT project and/or their involvement with PREDICT. **Routine Uses and Sharing:** Some of your information will be disclosed to PREDICT team members, such as data hosts, data providers, PREDICT contractors, the Predict Coordinating Center, the advisory board, and review board members to help us deliver requested PREDICT services and operate the PREDICT Web site and deliver the services you have requested. Unless you consent otherwise, this information will not be used for any purpose other than those stated above. However, DHS may release this information for an individual on a case-by-case basis as described in the DHS/ALL-002 System of Records Notice (SORN), which can be found at: [www.dhs.gov/privacy](http://www.dhs.gov/privacy). **Disclosure:** Furnishing this information is entirely voluntary; however, failure to furnish at least the minimum information required to register (to include full name and email address,) will prevent you from obtaining authorization to access system.

**PRA Burden Statement:** An agency may not conduct or sponsor an information collection and a person is not required to respond to this information collection unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1640-0012 and this form will expire on 12/31/2013. The estimated average time to complete this form is 45 minutes per respondent. If you have any comments regarding the burden estimate you can write to Department of Homeland Security, Science and Technology Directorate, Washington, DC 20528.



# MEMORANDUM OF AGREEMENT PCC AND DATA PROVIDER

This Memorandum of Agreement (“MOA” or “Agreement”) is between the Research Triangle Institute (“RTI”), a North Carolina corporation having offices at 3040 Cornwallis Road, Research Triangle Park, NC 27709, which serves as the PREDICT Coordinating Center (“PCC”) and \_\_\_\_\_, a \_\_\_\_\_ [insert kind of entity] \_\_\_\_\_ having offices at \_\_\_\_\_ (“Data Provider”), (collectively referred to as “the Parties” or individually as “Party”). This Agreement is effective on \_\_\_\_\_. References throughout this document to “PCC” shall be deemed to refer to RTI.

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”). The PCC facilitates interaction between PREDICT participants, processes applications from Researchers for access to Data, develops a metadata catalog, and develops policies and procedures for PREDICT operations and the use of PREDICT datasets.

In addition to DHS, the following eight types of organizations/individuals participate in PREDICT:

Data Provider	Data Host	Researcher	Application Review Board
PCC	Referring Organization	External Relations Council	Contractors and Third Parties

This Agreement consists of: the General Terms and Conditions, Attachments A, B, and C and any subsequent Amendment(s) to the Agreement, if executed. The provisions of Attachments A, B, and C shall be incorporated herein and 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 Amendment to this Agreement is separately executed by both Parties and expressly amends particular provisions of the General Terms and Conditions, in which case such Amendment shall prevail over such particular provisions of the General Terms and Conditions.

## General Terms and Conditions

Data Provider and the PCC agree to the following:

**Data Category** is the designation given to a grouping of all Data Sub-Categories of a certain type.

**Data Sub-Category** is the name given to distinguish a particular grouping of datasets within a Data Category that have the same terms of use and which are described in Attachment A.

**Data** shall mean all datasets within a Data Category and Data Sub-Category.

**Metadata** is descriptive information about the Data (but not the Data itself) that is inserted in the PREDICT data catalog.

**DHS** shall mean the U.S. Department of Homeland Security.

**PCC** shall mean the Predict Coordinating Center that manages the PREDICT data catalog and operations, processes applications for PREDICT data, and handles administrative matters. The PCC does not store, maintain, or have access to any of the Data.

**Data Provider** shall mean an entity that provides Data that it owns or has a right to control and disclose to researchers, subject to the terms and conditions in an MOA between it and the PCC.

**Data Host** shall mean an entity that maintains computing infrastructure to store Data received from one or more Data Providers and provides approved Researchers access to such Data.

**Principal Researcher** shall mean a researcher who requests PREDICT datasets in an individual capacity and who has been identified by a Referring Organization as someone who has a legitimate need for the data.

**Referring Organization** shall mean an entity that identifies a Principal Researcher as someone who is affiliated or aligned with the Referring Organization and who has a legitimate need for PREDICT datasets.

**Research Organization** shall mean an organization that desires to have research conducted on its behalf and designates individuals as Data Custodians to request and be responsible for PREDICT datasets.

**Data Custodian** shall mean the person designated by a Research Organization as responsible for requesting PREDICT datasets for a research effort and ensuring that the organization's responsibilities for the receipt, security, oversight, and handling of the Data are met.

**Researcher** shall mean a Principal Researcher or Research Organization.

**Application Review Board ("ARB")** shall mean an entity that reviews and approves or rejects applications for Data from Researchers.

**External Relations Council** shall mean designated persons who advise and make recommendations to the PCC on policy and issues relating to privacy and the general direction of the PREDICT project.

**PREDICT Team** shall consist of:

1. PREDICT Coordinating Center (PCC) personnel
2. Data Providers
3. Data Hosts
4. Referring Organizations
5. Application Review Board
6. External Relations Council
7. Contractors and third parties supporting or interacting with DHS PREDICT and/or other Cyber Division programs
8. Department of Homeland Security.

### **Data Provider Obligations**

1. Data Provider acknowledges that this is a research effort, and that the Data it provides will be used for research purposes and will be released by the Data Host to approved Researchers and listed members of their research teams in accordance with this Agreement, a Memorandum of Agreement between Researcher and the PCC, and, if applicable, a Data Use Agreement between the Data Provider and Researcher as specified in Attachment B. Data Provider hereby grants to the PCC and the Data Host, as its agents, the right and authority to extend to an approved Researcher the right to use Data solely for the purposes described in Attachment A of the MOA between Researcher and the PCC.

2. Data Provider shall provide the PCC with Metadata for the Data within each approved Data Category that it makes available to PREDICT, as described in Attachment A and which will be made available to the public via the PREDICT portal. Data Provider shall NOT provide actual Data to the PCC, and the PCC shall have no liability to Data Provider for any Metadata or other information not specifically covered under this Agreement that is provided by Data Provider to the PCC or Researchers.

3. Data Provider shall provide to the PCC terms and conditions for access to and use of the Data, including any terms and conditions from Data Host, (as described in Attachment B), which may include any of the following information relevant to the use of the Data:

- a. Identification of Data Category and Data Sub-Category, including description of and attributes of the Data;
- b. Any identification, authentication, and authorization requirements for the Researcher, including access requirements of Data Host;
- c. Permitted uses of Data and any specific restrictions, including Data Use Agreement (if applicable) to be executed between Researcher and Data Provider;
- d. Any required safeguards (administrative, technical, physical) to protect the confidentiality of the Data;
- e. Institutional Review Board requirements (if applicable);
- f. Terms pertaining to archival of the Data by Researcher if permitted by Data Provider;
- g. Restrictions on publishing or releasing information about the Data.

4. Data Provider shall not supply any Data other than that which is within an approved Data Category and specified on Attachment A. Data Provider is responsible for the release of the Data to be used by Researcher, and is solely responsible for reviewing the Data and ensuring (a) that any Data it releases complies with (i) this Agreement, including any restrictions with respect to Data that are specified by PCC on Attachment C, (ii) all applicable legal requirements (laws, regulations, orders, etc.) and/or compliance requirements of governing bodies, and (iii) any contractual agreements between the Data Provider and a third party; and (b) that any Data it releases is consistent with Data Provider's privacy, security, or other policies and procedures applicable to the Data. Data Provider certifies that Data provided for use in the PREDICT program is in compliance with the foregoing and that the Data has been sanitized, de-identified, or cleaned of any and all information that is not in compliance or consistent with Attachments A, B, or C and the preceding sentence.

5. Data Provider may have a representative on the Application Review Board, if requested by PCC. The ARB shall be composed of at least three persons, with one representative from the PCC, one from each Data Provider of the Data requested (if the Data Provider for the requested Data elects to review applications for its Data), and one ad-hoc representative from the cyber security research community, selected by the PCC. If the Data Provider(s) elects not to participate in ARB reviews, at least one PREDICT Data Provider or Data Host must participate in the ARB review of the application. A Data Provider shall have absolute veto power over any application for access to its Data.

6. Data Provider shall provide all terms and conditions for access to and use of the Data as set forth in Attachment B to the Data Host prior to transfer of Data to Data Host (if Data Provider is not hosting its own Data) and shall confirm such terms and conditions for access to and use of the Data have been established by Data Host.

7. Data Provider further agrees and consents that the names, organization, and contact information of Data Provider and specific Data Provider personnel collected by the PCC, either via the portal or through any other means, may be disclosed to PREDICT Team Members, to Researchers, and/or publicly posted. Data Provider attests that he/she has obtained the agreement and consent for such disclosure and public posting from all such personnel.

8. Data Provider shall provide information as requested to allow the PCC to audit or confirm Data Provider's compliance with the foregoing Obligations of this Agreement.

### **PCC Obligations**

1. An MOA between the PCC and Data Provider, and between PCC and Data Host shall be entered into before the Data Provider transfers Data to the Data Host.

2. The Metadata provided by Data Provider shall be catalogued by the PCC and made available to the public via the PREDICT portal.

3. PCC shall notify Data Provider of:

- a. Applications received for access to and use of their Data; and/or
  - b. FOIA or other legal requests or actions that PCC receives for access to Data, Metadata or other records pertaining to Data Provider.
4. PCC shall provide statistics and other information on the usage of Data and requests for Data on a monthly basis to DHS and the PREDICT Team and shall, at its discretion, make such statistics publicly available.

### **Joint Obligations – Data Provider and PCC**

1. All transfers of Data under the terms of this Agreement shall at all times be subject to the applicable laws and regulations of the United States. Each Party agrees that it shall not make any disposition, by way of trans-shipment, re-export, diversion or otherwise, of Data furnished under this Agreement outside the United States except as said laws and regulation or this Agreement may expressly permit. Each Party shall comply in all respects with applicable U.S. statutes, regulations, and administrative requirements regarding its relationships and sharing of Data with non-U.S. citizens or non-U.S. governmental and quasi-governmental entities, which may include but are not necessarily limited to, the export control regulations of the International Traffic in Arms Regulations (ITAR) and the Export Administration Act (EAA); the anti-boycott and embargo regulations and guidelines issued under the EAA; and the regulations of the U.S. Department Of The Treasury, Office of Foreign Assets Control.

2. The relationship of PCC to Data Provider under this Agreement is that of independent contractors. Personnel retained or assigned by one Party to perform services or obligations covered by this Agreement will at all times be considered agents or employees of the Party with whom such personnel have a contractual relationship, and not agents or employees of the other Party.

3. (a) Either Party may terminate this Agreement at any time by providing written notice of termination to the other. Except as otherwise mutually agreed, termination shall be effective thirty (30) days from receipt of the notice. Unless otherwise agreed to in writing, any such termination shall not affect the obligations of either Party with respect to Data previously provided to and in the possession of a Researcher, and such obligations shall continue through the disposition of all such Data. No new access to Data shall be granted by the PCC after notice of termination has been received. Data Provider shall provide PCC with any instructions for Researcher(s) and/or Data Host regarding termination of access and disposal of the Data. In the event of termination by either Party, Data Provider shall not communicate with Researcher(s) regarding Data. The PCC shall communicate with Researcher(s) and Data Host regarding such termination.

(b) Either Party may decide to terminate one or more Data Sub-Categories provided by Data Provider. The terminating Party shall provide written notification of such termination to the other Party. Unless otherwise agreed to in writing, such termination shall be immediate, and the PCC shall not process any applications to use such Data Sub-Categories after notice of termination is received. The PCC shall notify the Data Host regarding termination of access to such Data Sub-Categories. The Data Provider shall not communicate with any Researcher(s) impacted by such termination. The Data Provider shall provide the PCC with any instructions for the Researcher(s) and/or Data Host regarding disposal of the Data, and the PCC shall communicate such instructions to the Researcher(s) and/or Data Host. The Data Provider and the PCC shall execute an amendment to this Agreement regarding such termination.

4. (a) To the extent permitted by law, Data Provider shall indemnify, defend, and hold harmless the PCC, and its employees, officers, directors, and agents (“PCC Indemnified Parties”), 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 to PCC Indemnified Parties, including death or injury to property or to third parties, which is directly or indirectly caused by Data Provider or the employees, officers, directors, or agents of Data Provider through negligence or willful misconduct or violation of other statutory or regulatory duties by Data Provider or of the obligations in paragraph 4 above under Data Provider Obligations. To the extent permitted by law, Data Provider shall hold PCC Indemnified Parties harmless from any misuse of Data or Metadata by a party other than PCC Indemnified Parties, and Data Provider shall not look to the PCC Indemnified Parties as an

agent to protect Data Provider from misuses of its Data by Researchers, and the PCC Indemnified Parties do not agree to serve in that capacity. The PCC Indemnified Parties shall promptly notify Data Provider of any claim against it or a third party of which they become aware and that is covered by this provision and Data Provider shall, to the extent permitted by law, authorize representatives to settle or defend any such claim or suit and to represent PCC Indemnified Parties in such litigation. The PCC Indemnified Parties, in their sole discretion and at its expense, may provide counsel to assist counsel for Data Provider, or represent said PCC Indemnified Parties. No settlement shall be made on behalf of a PCC Indemnified Party, which admits the fault of the PCC Indemnified Party, without that Party's written consent, which shall not be unreasonably withheld.

(b) To the extent permitted by law, PCC shall indemnify, defend, and hold harmless the Data Provider, and its employees, officers, directors, and agents ("DP Indemnified Parties"), 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 to DP Indemnified Parties, including death or injury to property or to third parties, which is directly or indirectly caused by PCC or the employees, officers, directors, or agents of PCC through negligence or willful misconduct pertaining to the PCC Obligations set forth in paragraph 3 above under PCC Obligations. The DP Indemnified Parties shall promptly notify the PCC of any claim against it or a third party of which they become aware and that is covered by this provision and the PCC shall, to the extent permitted by law, authorize representatives to settle or defend any such claim or suit and to represent DP Indemnified Parties in such litigation. The DP Indemnified Parties, in their sole discretion and at its expense, may provide counsel to assist counsel for PCC, or represent said DP Indemnified Parties. No settlement shall be made on behalf of a DP Indemnified Party, which admits the fault of the DP Indemnified Party, without that Party's written consent, which shall not be unreasonably withheld.

5. Failure of either Party to enforce any of its rights hereunder shall not constitute a waiver of such rights. If any provision herein is, becomes, or is held invalid, illegal, or unenforceable, such provision shall be deemed modified only to the extent necessary to conform with applicable laws or so as to be valid and enforceable. If it cannot be so amended without materially altering the intent of the Parties as indicated herein, it shall be stricken and the remainder of this Agreement shall remain in full force and effect and shall be enforced and construed as if such provision had not been included.

6. Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either Party without the prior written consent of the other Party; provided, however, that without securing such prior consent, either Party shall have the right to assign this Agreement to any successor of such Party by way of merger or consolidation or the acquisition of substantially all of the assets of such Party relating to the subject matter of this Agreement; provided further, that such successor shall expressly assume all of the obligations of such Party under this Agreement.

7. This Agreement shall remain in force from its effective date until \_\_\_\_\_. Any Amendments to this Agreement, to be effective, shall be in writing and signed by an authorized Representative of each Party.

8. Each Party represents that the person signing this Agreement on its behalf of him/herself or his/her entity has full authority to do so.

ACCEPTED AND AGREED TO BY:

**RESEARCH TRIANGLE INSTITUTE  
PREDICT Coordinating Center**

**DATA PROVIDER**

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Signature

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Signature

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Name

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Name

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Title

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Title

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Date

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Date

# Attachment A

## Data Provider Description of Data

Data Category	Data Sub-Category	Description of Data Sub-Category

### Description of Metadata for Data to be Provided by Data Provider (\* indicates mandatory fields)

Name	Description
*Dataset Name	Text name. Required to be unique in combination with a provider name. Researchers can use these tags for reference purposes and acknowledgment.
*Data Category	The Data Category to which this dataset belongs.
*Data Sub-Category	Descriptive name given to distinguish a particular grouping of datasets within a Data Category which have the same terms of use and which are described in Attachment A.
*Data Host	The organization hosting the Data.
*Short Description	Brief description of the dataset.
Long Description	Lengthy description of the dataset.
Data Structure	Description of how data are stored.
*Keywords	One or more selections from PCC Keyword List.
Dataset Size	Size in bytes of the dataset.
Formats	Format(s) of the dataset.
*Collection Start Date/Time	Date & time the data collection was begun.
Collection End Date/Time	Date & time the data collection ceased.
*Ongoing Measurement	Boolean flag. Set (true) if the data collection is ongoing.
Checksum Value	Checksum of the data set. <i>Not shown in data catalog.</i>
Checksum Type	Type of the checksum. One or more values from a list, for example: crc32, rsa-md4, etc.
*Anonymization	Indicates whether data is anonymized
Anonymization Method	Indicates how data is anonymized
*Metadata Version Date/Time	Date & time this version of the metadata was defined by the Data Provider; not the date/time it was supplied or recorded.
Availability Start Date/Time	Date & time the dataset is first available.
Availability End Date/Time	Date & time the dataset is no longer available (when it's scheduled to be purged).
*Application Review Required	Yes/No indicating whether the Data Provider is required to be included in the ARB for any dataset request approval involving this dataset.
*Publication Review Required	Yes/No indicating whether Data Provider requires publication review of Researcher work related to dataset.
*Access Restrictions	Yes/No indicating whether remote access is required.
Access Types	One or more access type specifications from a list, such as items like HDD, Tape only, downloadable, etc.
Data Use Restrictions	Specific restrictions on use, such not trying to reverse anonymized fields, monitoring if remote access, or whether Data Use Agreement is required.
*Archiving Allowed	Yes/No indicating whether archiving of the dataset is allowed to enable Researcher to reproduce research results.



## Attachment B

### Data Provider Terms and Conditions for Access to and Use of Data Within Each Data Sub-Category

Data Category	Data Sub-Category	Data Provider Terms & Conditions for Access to & Use of Data

### Data Host Terms and Conditions for Access to and Use of Data Within Each Data Sub-Category

Data Category	Data Sub-Category	Data Host Terms & Conditions for Access to & Use of Data

## Attachment C

### PCC Privacy or Other Restrictions on Data

Data Category	Data Sub-Category	PCC Restrictions on Data