

COVER LETTER

MEMORANDUM OF AGREEMENT – DATA HOST



Thank you for your interest in joining the PREDICT community as a **DATA HOST**. Questions regarding this MOA may be directed to PREDICT Legal Counsel, [PREDICT Coordinating Center](#), via phone at +1 800 957 6422 or email, 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

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

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. **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 HOST

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 Host”), (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, Attachment A and any subsequent Attachments B-Z, and Amendment(s) to the Agreement, if executed. The provisions of Attachment A and any and all subsequent Attachments 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 Host 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 for the first Data Provider, Attachment B for the second Data Provider, and so on.

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 Host Obligations

1. Data Host shall accept Data from the following Data Provider(s) for release to approved Researcher(s) subject to the terms and conditions for access and use as set forth in the following Attachment(s) to this MOA:

Data Provider: _____ Terms and Conditions in Attachment A

Data Provider: _____ Terms and Conditions in Attachment B

And so forth, for additional Data Providers.

The term "Data Provider" shall refer herein to all Data Providers collectively. The term "Attachment(s)" shall refer to Attachment A, B, C, and so on, collectively.

2. Data Host shall provide the Data Provider and PCC with its own terms and conditions for access to, transfer, handling, and storage of the Data by Researchers as specified in the Attachment(s).

3. The Data Host shall ensure that its terms and conditions for access to, transfer, handling, and storage of the Data are entered into the Metadata catalog.
4. Data Host shall provide all required data security and access control requirements to the Data, as specified by Data Provider in the Attachment(s), and shall implement appropriate physical, technical, and administrative safeguards and controls to maintain the required level of security and access controls. Such safeguards and controls shall be consistent with accepted information security best practices and standards and applicable rules, laws, and regulations. Data Host shall implement reasonable measures to periodically assess the effectiveness of the controls and shall report any breaches or suspected breaches of the controls or Data to the PCC within 24 hours of knowledge of same.
5. Data Host shall provide approved Researchers with all required Data security and access control requirements and shall allow Researchers access to approved Data.
6. Data Host shall notify the PCC after Researcher has accessed the Data approved by the ARB for Researcher's use.
7. Data Host shall NOT provide any Researcher access through the PREDICT program to any Data other than those approved for each Researcher by the PCC, and then only under the terms for access as set forth in Attachment(s) to this Agreement.
8. Data Host shall host the Data itself or allow a Data Host that has been approved by DHS to host the Data, and Data Host shall not subcontract with a third party to host the Data. Data Host shall provide data access, usage and request statistics regarding the Data it hosts and consents to the public release of such statistics.
9. Data Host shall comply with all applicable federal, state, and local laws and contractual obligations (a) in the receipt of Data from Data Providers, and (b) in providing access to the Data by Researchers.
10. Data Host further agrees and consents that the names, organization, and contact information of Data Host and specific Data Host 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 Host attests that he/she has obtained the agreement and consent for such disclosure and public posting from all such personnel.
11. Data Host further agrees to serve on the Application Review Board if and when requested by the PCC.
12. The Terms and Conditions of this Agreement are for the primary benefit of PCC and Data Host; however, a violation by Data Host of these obligations may create harm to Researchers of the Data to which access has been granted. Researchers are therefore deemed, to the extent permitted by law, third party beneficiaries under this agreement only with respect to such harm, and Data Host hereby acknowledges the third party beneficiary rights of such Researchers for whom access to Data provided by Data Host is granted under the PREDICT project.
13. Data Host shall provide information as requested to allow the PCC to audit or confirm Data Host's compliance with the foregoing Obligations of this Agreement.

PCC Obligations

1. An MOA between the PCC and Data Provider and an MOA between the PCC and Data Host will be entered into before the Data Provider transfers Data to the Data Host.
2. The PCC shall notify Data Hosts of
 - a. Applications approved for access to and use of Data they are hosting; and/or
 - b. FOIA or other legal requests that the PCC receives for access to Data or other records pertaining to the hosted Data.

3. The PCC shall provide Data and Metadata request statistics on a monthly basis to DHS and Data Host and may, at its discretion, make such statistics publicly available.

Joint Obligations – Data Host 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 the PCC to Data Host 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 hosted by Data Host shall be granted after such notice has been received. In the event of termination by either Party, Data Host shall not communicate with Researcher(s) regarding Data that it provided access to or terminate Researcher(s)' access to the Data during this thirty-day notice period. After PCC has communicated with the Researcher(s) impacted and provided instructions with respect to future hosting of the Data or termination of use of the Data, Data Host shall cooperate with the PCC and/or new data host as necessary to efficiently transfer the Data to the new data host. If there is no transfer of the Data to a new data host, the Data Host shall follow PCC's instructions with respect to disposition of the Data. PCC shall make such communication and provide instructions to Researcher(s) and Data Host within the thirty-day notice period.

(b) Either Party may decide to terminate the hosting of one or more particular Data Sub-Categories hosted by the Data Host. 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 and the Data Host shall not provide any Researcher(s) access to such Data Sub-Categories. The Data Host shall not communicate with any Researcher(s) impacted by such termination. The Data Host shall follow PCC's instructions with respect to disposition of the Data. The Parties shall enter into an amendment to this Agreement to effect such termination.

4. (a) To the extent permitted by law, Data Host 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 Host or the employees, officers, directors, or agents of Data Host through negligence or willful misconduct or violation of other statutory or regulatory duties by Data Host or of the obligations in paragraph 4 above under Data Host Obligations. PCC Indemnified Parties shall promptly notify Data Host of any claim against it or a third party of which they become aware and that is covered by this provision and Data Host 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. PCC Indemnified Parties, in their sole discretion and at its expense, may provide counsel to assist counsel for Data Host, 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 Host, and its employees, officers, directors, and agents ("DH 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 DH 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 or violation of other statutory or regulatory duties by PCC or of the PCC Obligations set forth in paragraph 2 above under PCC Obligations. DH Indemnified Parties shall promptly notify PCC of any claim against it or a third party of which they become aware and that is covered by this provision and PCC shall, to the extent permitted by law, authorize representatives to settle or defend any such claim or suit and to represent DH Indemnified Parties in such litigation. DH Indemnified Parties, in their sole discretion and at its expense, may provide counsel to assist counsel for PCC, or represent said DH Indemnified Parties. No settlement shall be made on behalf of a DH Indemnified Party, which admits the fault of the DH Indemnified Party, without that Party's written consent, which shall not be unreasonably withheld.

5. In the event of action or inaction by one Party constituting a failure to comply (default) with the provisions of this Agreement, the non-defaulting Party may, by written notice to the defaulting Party, demand that the defaulting Party cure such default within ten (10) business days thereof. Should the defaulting Party fail to cure the default, the non-defaulting Party may terminate this Agreement and the Data held by the Data Host shall no longer be made available to Researchers through the Data Host. Termination under this provision shall be handled pursuant to paragraph 3(b) above.

6. 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 to applicable laws 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 be enforced and construed as if such provision had not been included.

7. 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.

8. 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.

9. Each Party represents that the person signing this Agreement has full authority to bind his/her organization.

ACCEPTED AND AGREED TO:

RESEARCH TRIANGLE INSTITUTE PREDICT Coordinating Center		DATA HOST _____ Name _____
Signature		Signature
Name		Name
Title		Title
Date		Date

Attachment A: Data Provider _____

Data Provider Description of Data Sub-Category

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

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