

Memo from Ann Arvin, Vice Provost and Dean of Research and George Triantis, Professor of Law, Dated February 5, 2015

Subject: Faculty Guidance for Data Agreements

Access to large data sets has become a key component of research at Stanford. Often, the data providers -- or recipients -- require the researcher or Stanford to sign a written or online agreement. This memo clarifies when Stanford researchers may sign these agreements themselves and when to contact a University office to review and sign the agreement.

Stanford's research contracting and procurement offices can answer questions and help you navigate these agreements:

- Agreements with government or non-profit entities are handled by the University's **Office of Sponsored Research**.
- Agreements with industry should be sent to the **Industrial Contracts Office**.
- Agreements to purchase or store data are handled by the **Procurement Office**.

Agreements for Incoming Data:

You may sign a data agreement in your individual capacity under the following conditions, which relate to: (a) the nature of the data, and (b) the proposed terms of agreement. This applies whether the agreement is a letter, non-disclosure agreement, a license, or comes in another form -- including online "click" agreements.

The Data:

- Does not include "Personal Identifying Information" (PII), "Protected Health Information" (PHI), identifiable education records, or other personal, private or financial information that may not be publicly disclosed.
- Is not obtained from human subjects, even if de-identified.
- Is neither identified as, nor is known to be, export-controlled.
- You and your lab members have no financial interests in the data provider.

The Agreement:

- Includes no data security requirements, citizenship access restrictions or penalty for not complying with the agreement.
- Contains no terms stating that the data provider will own or control your research results, or may approve or restrict your publications.

- Contains no language that subjects the University to liability, such as insurance and indemnification terms, or statements that the agreement is governed by foreign law.

However, when the data agreement does include any of the conditions above, or you have questions, contact the appropriate contracting office above. They will ask for information about the research, such as a project description, your funding, and University compliance (as applicable). They will consult with the **Office of General Counsel**, the **Office of Risk Management**, the **Privacy Office**, the **Information Security Office** and the **Export Control Office**, as appropriate.

Agreements for Outgoing Data:

For agreements where you send out data sets, please contact the appropriate contracting office from the list above when the agreement involves one of the above bulleted issues, or:

- The data to be shared is subject to obligations to others (e.g., is restricted by a sponsored research agreement, or derived from other data).

If you receive or send data without any agreement, the usual academic conventions such as authorship of publications and not sharing others' unpublished data without permission would apply.

The **Stanford Research Computing Center** can assist with data security requirements.

If you wish to license out data created in the course of your Stanford work for commercial purposes, contact the **Office of Technology Licensing (OTL)**.