OARC PROPRIETARY DATA AGREEMENT

1. Purpose and Period of Agreement

The purpose of this agreement is to allow data sharing between ________________ and the members of OARC for the purposes of research and data analysis, and is effective from ______day of ________, 20__ and _______ day of __________, 20__. 

2. Participant Proprietary Information

All raw Internet traffic flow, peering and engineering data, including peering relationship information, originating at Participant's network will be the proprietary property of Participant, irrespective of whether the data are collected by OARC personnel through the placement of a network monitor on Participant's premises. OARC shall not publicly disclose the raw data or privately disclose or use such data for any purposes whatsoever except as specified in this Agreement without the prior written consent of Participant, except for information that:

   a) is or becomes generally available to the public through no fault of OARC personnel;
   b) is or becomes known to OARC staff in any manner independent of its relationship with Participants;
   c) is known to OARC prior to receipt or collection from Participant;
   d) is required to be disclosed by law or by a court of competent jurisdiction.

3. Nondisclosure of Participant Information

All data will be stored and secured on-site at one of OARC’s collocation facilities. Remote access to Participant's stored data by Participant's authorized representative will be arranged using data encryption. OARC agrees to use the same standard of care in transmitting raw and analyzed data involving Participant that it would apply to proprietary information of its own, e.g., transmissions of data between hosts are secured to prevent acquisition by third parties, and in no event less than a reasonable standard of care. 

4. Data Use and Analysis by OARC

Participant agrees to allow OARC personnel to analyze the traffic flow data and peering data acquired from Participant for OARC Program research purposes. The products of this analysis are considered OARC intellectual property. The products shall not refer to any specific end-users/customers of Participant in a publicly recognizable form and shall only refer to Participant following receipt of written permission of Participant.

5. Patent and Copyrights

All rights, title and interest throughout the world to all tools developed by OARC personnel to analyze the data described above shall belong to OARC and/or the developer.

Company: _________________________  OARC, Inc.

Accepted by: ______________________  Accepted by: ______________________

Title: _________________________  Title: _________________________

Date: _________________________  Date: _________________________