

**Research Data Agreement**

This Research Data Agreement (“**Agreement**”) is entered into by and between Facebook, Inc. (“**Facebook**”) and the research institution or other organization listed below (“**Grantee**”) and, solely for the purposes set forth in Section 5(d), Facebook Ireland Ltd. (“**FIL**”). This Agreement consists of this signature page, the general terms and conditions attached hereto (“**Terms and Conditions**”), and any schedules attached to the Terms and Conditions. The signature date of the last party hereto to sign this Agreement will be this Agreement’s effective date (“**Effective Date**”).

|                 |                       |
|-----------------|-----------------------|
| <b>Grantee:</b> | <b>Facebook, Inc.</b> |
| By: _____       | By: _____             |
| Name: _____     | Name: _____           |
| Title: _____    | Title: _____          |
| Date: _____     | Date: _____           |

|  |                              |
|--|------------------------------|
| <b>Read and Acknowledged:<br/>Principal Investigator</b> | <b>Facebook Ireland Ltd.</b> |
| By: _____  | By: _____                    |
| Name: _____  | Name: _____                  |
| Date: _____  | Title: _____                 |
|  | Date: _____                  |

## Terms and Conditions

Facebook is committed to supporting independent research projects to assess Facebook's and social media's potential impact on elections and democracy and in other approved research areas focused on social media's impact on society (each such research project, a "**Research Project**"). The Social Science Research Council ("**SSRC**") will administer the Research Projects in accordance with the terms of a separate agreement between Facebook and SSRC.

Grantee has been selected to receive funding for one or more Research Projects, and Principal Investigator will be responsible for the performance and supervision of such Research Projects. The specific terms regarding such Research Projects, including scope, timeline, deliverables and budget, will be set forth in a separate agreement among Grantee, Principal Investigator and SSRC (the "**Sponsored Research Agreement**").

Facebook, Grantee and Principal Investigator desire to establish certain terms and conditions with respect to Grantee's and Principal Investigator's access to data and information that Facebook may make available to Grantee and Principal Investigator in connection with the Research Projects, as set forth in this Agreement.

In furtherance of the foregoing, the parties agree as follows:

**1. Open Science.** Grantee and Principal Investigator, as the case may be under Grantee's intellectual property policy, will not (a) seek patent protection for any patentable inventions conceived or reduced to practice in the course of a Research Project that were made using or resulted from having access to Confidential Information provided by Facebook, and (b) assert any patents resulting from a Research Project against Facebook or its affiliates or their respective products and services. Grantee and Principal Investigator will (i) notify Facebook of any funding provided by third parties (other than the funding provided through SSRC) for a Research Project before receiving such funding, and (ii) ensure that receipt and use of such funding does not result in any obligations or requirements inconsistent with those under this Agreement. To the extent that any copyrightable works are created in the course of a Research Project under the Sponsored Research Agreement, Grantee and Principal Investigator will either (i) dedicate such works to the public domain under the Creative Commons CC0 1.0 Universal Public Domain Dedication or (ii) make such works available under the Creative Commons Attribution 4.0 International license, or a less restrictive

Creative Commons license (including through an Open Access publication that supports such license). The foregoing will not limit Grantee's or Principal Investigator's rights to publish the results and findings of the Research Projects through third party publishers that require payments to access the publications, provided that Grantee and Principal Investigator comply with the terms of Section 3. Nothing in this Agreement should be construed to prevent the Grantee or Principal Investigator from fulfilling their legal obligations under the Patent and Trademark Amendments Act, 35 U.S.C. § 200-212 (otherwise known as the "Bayh-Dole" Act).

**2. Reports.** Grantee and/or Principal Investigator will report the results and findings of the Research Projects to Facebook and SSRC. Grantee hereby grants to Facebook the non-exclusive, non-transferable (except as set forth in Section 8), royalty-free license to use and make available all such results and findings, in any form and for any lawful purpose, consistent with applicable laws. Facebook will not redistribute any report in the form obtained from Grantee and/or Principal Investigator, including excerpts or other republications of such reports, for monetary consideration.

**3. Publications.** Grantee and Principal Investigator are expected to publish the results and findings of the Research Projects, including making available information (except Confidential Information (as defined below)) to support such results, to other scholars, researchers, and research organizations for purposes of verifying and reproducing those results, subject to the obligations and restrictions set forth in Section 5 below. For clarity, Grantee and Principal Investigator may not disclose any Confidential Information or any Personal Data (as defined below) unless expressly agreed to by Facebook in writing and in advance. To ensure that no such information is disclosed, Facebook will have the opportunity to review drafts of any publications pertaining to or containing the results and findings of the Research Projects, and any supporting information that Grantee or Principal Investigator proposes to make available to any third party, sufficiently ahead of the planned publication or disclosure date (in any event at least thirty (30) days ahead of such date) solely to identify any Confidential Information or any Personal Data that may be included or revealed in those materials and which need to be removed prior to publication or disclosure. At the end of the review period, Grantee and/or Principal Investigator will have the right to publish the materials that have been reviewed by Facebook. For the avoidance of doubt, once a work has been reviewed,

the content may be further disclosed in substantially the same form on multiple occasions without additional review by Facebook.

**4. Use of Name.** Except as expressly provided in this Agreement, neither party shall use or register the other party's name (alone or as part of another name) or any logos, seals, insignia or other words, symbols or devices that identify the other party, including any school, unit, division or affiliate, and neither party shall use the names of any faculty, staff, or other employees, or students (as applicable) of the other party ("**Names**") for any marketing, publicity, or promotional purposes in connection with this Agreement or the Permitted Purpose, except with the prior written approval of, and in accordance with restrictions required by the party whose Name is to be used. The foregoing notwithstanding, the parties agree that each party may make factual statements regarding the existence and purpose of the relationship that is the subject of this Agreement, without written permission from the other party, as long as the party making any such statement provides the other party with notice and the opportunity to review the statement prior to any publication, and reasonably cooperates with the other party to ensure that the statement is accurate.

**5. Confidentiality.** To the extent that Grantee or Principal Investigator may obtain access to Confidential Information in connection with a Research Project, Grantee and Principal Investigator agree as follows:

**a. Confidential Information.** To facilitate the work of Grantee and Principal Investigator, Facebook may provide Grantee and/or Principal Investigator with access to Confidential Information. "**Confidential Information**" means any nonpublic information disclosed to, or otherwise observed, accessed or obtained by, Grantee or Principal Investigator in connection with the Research Projects, including information relating to Facebook's services or products, data, information, data processing systems, policies, platforms, practices, software and technology, inventions and know-how, as well as data and information pertaining to users of Facebook's services or products and Facebook's business partners, including Personal Data, that is either marked or otherwise designated as confidential in this Agreement (including Schedule 1) or otherwise in writing or (if not disclosed in writing) is identified as confidential in writing within thirty (30) days of disclosure.

**b. Restrictions on Use and Disclosure.** If and to the extent that Grantee or Principal Investigator accesses Confidential Information of Facebook, Grantee and Principal Investigator will (i) use the Confidential Information of Facebook only in furtherance of

Research Projects pursuant to this Agreement, (ii) hold Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information (such precautions to include, at a minimum, all precautions Grantee or Principal Investigator employs with respect to its own confidential materials), (iii) not disclose the Confidential Information to any third party unless (A) Facebook has provided prior written approval for Grantee or Principal Investigator to disclose such Confidential Information to such third party and (B) such third party has agreed in writing to restrictions and other terms that are at least as protective of the Confidential Information as the terms of this Agreement, (iv) not copy or reverse engineer any materials disclosed under this Agreement or remove any proprietary markings from any Confidential Information, and (v) comply with the data access and other safeguards required by Facebook as set forth in Schedule 1. Grantee's officers, directors, employees, research staff and agents (collectively, "**Representatives**"), as applicable, who have a need to know such Confidential Information in connection with their participation in the Research Projects will be permitted to receive Confidential Information from or on behalf of Grantee, provided that each such Representative has been informed of and agrees to the terms of this Agreement. Grantee will remain responsible for compliance with the terms of this Agreement by Principal Investigator and each person to whom Grantee or Principal Investigator discloses Confidential Information or who acts on behalf of Grantee or Principal Investigator. Upon any expiration or termination of this Agreement or upon the request of Facebook, Grantee and Principal Investigator will return or destroy, at Facebook's option, all Confidential Information.

**c. Exceptions.** The restrictions on use and disclosure set forth above will not apply to information – other than Personal Data – that (i) is or becomes generally available to the public through no fault of Grantee or Principal Investigator, (ii) was known to Grantee or Principal Investigator at the time of its receipt from Facebook without a known obligation of confidentiality with respect to such information owed to Facebook, (iii) was rightfully disclosed to Grantee or Principal Investigator by a third party without a known obligation of confidentiality with respect to such information owed to Facebook, or (iv) was independently developed by Grantee or Principal Investigator without use of the Confidential Information as can be shown by documentary evidence. Grantee or Principal Investigator may disclose Confidential Information to the extent

required to comply with legal process or binding orders of governmental entities that have jurisdiction over it, provided that Grantee or Principal Investigator, as applicable, (A) gives Facebook reasonable notice (to the extent permitted by law) to allow Facebook to seek a protective order or other appropriate remedy, (B) discloses only such information as is required by the governmental entity, and (C) uses reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

**d. Personal Data.** “Personal Data” means any information (i) relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; or (ii) that otherwise is regarded as personal data or personal information under applicable laws and regulations. Facebook anticipates that any information shared with Grantee or Principal Investigator in connection with this Agreement will typically be anonymized so that it no longer constitutes or includes Personal Data. To the limited extent that Facebook does provide access to any Personal Data to Grantee or Principal Investigator in connection with this Agreement, (A) any such access will only be provided to the extent permitted by applicable laws and regulations, and Facebook’s policies and commitments, (B) any such access will be subject to the restrictions, controls and procedures for ensuring the safety and security of such Personal Data as set forth in Schedule 1, and (C) with respect to any such Personal Data for which FIL is the data controller (as determined under applicable European law), FIL is a party to this Agreement with the right to enforce all provisions herein concerning such Personal Data. For that purpose, FIL will be deemed to be “Facebook” as such term is used in the applicable provisions. Facebook, Inc. is an intended third party beneficiary of all obligations and liabilities of Grantee under such provisions, and will have full rights to enforce such provisions to the same extent as FIL.

**e. Audit; Failure to Comply.** Facebook may review and audit Grantee’s or Principal Investigator’s compliance with the requirements hereof at Facebook’s expense (provided that such audits are conducted during normal business hours and do not unreasonably interfere with Grantee’s day-to-day operations) and Grantee or Principal Investigator, as applicable, will provide reasonable access and information as required to conduct any such audit and confirm such compliance. Without limiting any other

rights and remedies of Facebook, Facebook may immediately suspend or terminate, without advance notice, Grantee’s and/or Principal Investigator’s access to any Confidential Information, Personal Data, Site (as defined in Schedule 1), or systems if Grantee or Principal Investigator fails to comply with any of the obligations or requirements under this Agreement or if Grantee or Principal Investigator have violated any applicable laws and regulations or the privacy or other rights of Facebook users or others, or fail to comply with any obligation or requirement under this Agreement, or Principal Investigator has or discloses a conflict of interest as described in Section 6(a). Each party may terminate this Agreement at any time upon thirty (30) days’ written notice to the other party. Grantee’s and Principal Investigator’s obligations under Sections 1, 2, 3, 4, 5 and Schedule 1, and Section 7 (with respect to claims that accrued or for which the alleged wrong occurred prior to expiration or termination) and Section 8, will survive any expiration or termination.

## **6. Warranties.**

**a. Conflicts of Interest.** Principal Investigator will promptly disclose to Facebook any conflicts of interest that currently exist or may arise with respect to the research performed by Principal Investigator under the Sponsored Research Agreement and the applicable Research Projects, and any association between Principal Investigator and any person or entity, including any governmental authority, that, to Principal Investigator’s knowledge without further investigation, has any interests or positions that could reasonably be perceived to jeopardize the impartial nature of the Research Projects. Principal Investigator will reasonably cooperate with Facebook in resolving any conflict of interest. Principal Investigator will also promptly disclose proposed or ongoing projects or engagements with companies that, to the Principal Investigator’s knowledge, are competitors of Facebook, and Facebook and the Principal Investigator will meet and confer on how to handle Facebook’s concerns.

**b. Export Control and Sanctions.** Each of Grantee, Principal Investigator, and Facebook must comply at all times with all applicable export, import, and sanctions laws and regulations of all jurisdictions (including those governing prohibited end uses) in connection with its activities under this Research Data Agreement, and both parties agree that they will not disclose technology or technical data identified on any U.S. export control list, including the Commerce Control List (“CCL”) at 15 C.F.R. 774 and the U.S. Munitions List (“USML”) at 22 C.F.R. 121. Proposed disclosures of technology or technical data other than that classified

as EAR99 will be negotiated pursuant to a separate agreement.

**7. Indemnity.** Facebook will indemnify and defend Grantee and Principal Investigator and participating students against any claim or investigation made or initiated by a third party that arises out of (a) Facebook's disclosure of Personal Data in violation of Facebook's privacy policy or applicable laws and regulations or (b) Facebook's negligence or willful misconduct. However, the foregoing will not apply to the extent the claim results from Grantee's or Principal Investigator's negligence or willful misconduct, including for example the public release of Personal Data without Facebook's permission. In the event of any claim or investigation against Grantee or Principal Investigator that would give rise to an indemnification or defense obligation pursuant to the foregoing, Grantee or Principal Investigator will promptly notify Facebook of such claim or investigation and tender to Facebook the sole control over the defense, response and settlement of such claim or investigation, and provide any assistance and cooperation as may be requested by Facebook, provided that (i) Facebook will not enter into any settlement of such claim that entails an admission of wrongdoing on the part of Grantee or Principal Investigator or creates an obligation not covered by this indemnity without prior approval of Grantee and/or the Principal Investigator as applicable, which approval will not be unreasonably withheld; and Grantee and/or Principal Investigator shall have the right to retain separate counsel and participate in the defense and/or investigation at its own expense, subject to Facebook's sole control as set forth above. In the event of a settlement that does not require Grantee's approval pursuant to the foregoing, Facebook will use commercially reasonable efforts to provide prior notice to Grantee of any settlement terms pertaining to Grantee, provided that timing of settlement discussions and confidentiality obligations so permit.

**8. Other.** The parties are and will remain independent contractors. No rights are implied under this Agreement. Grantee will cause and require Principal Investigator to comply with the applicable provisions of this Agreement. Each party may engage in other research activities in areas that are similar to or identical to those covered by a Research Project as long as such research activities (a) do not involve the unauthorized use of any Confidential Information,

funding, services or systems of the other party and (b) are conducted separately from the Research Project. Except as expressly stated herein, there are no third party beneficiaries under this Agreement. No party will be liable in connection with this Agreement for any indirect, special, incidental, consequential, exemplary, or punitive damages, whether in contract, tort (including negligence), indemnity, or otherwise, except for damages and liability arising from a willful or grossly negligent breach of Section 5. Any Confidential Information or Personal Data provided by Facebook is provided "AS IS" with no warranties of any kind, but without limiting anything in Section 7. Facebook expressly disclaims any implied warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement and title, and any warranties that may arise from course of dealing, course of performance or usage of trade. In the event that any of the provisions of this Agreement will be held illegal or unenforceable by a court of competent jurisdiction, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. No party may assign this Agreement without the prior written consent of the other party, except that Facebook may assign this Agreement to any successor or acquirer of any part of its business. Should such an assignment occur, Grantee and Principal Investigator shall be notified within fifteen (15) days of assignment, at which point Grantee may terminate this Agreement. This Agreement supersedes all prior discussions and writings, and constitutes the entire agreement among the parties, with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement will be entitled to costs and reasonable attorneys' fees. No waiver or modification of this Agreement will be binding upon any party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement may be executed in counterparts, all of which will be considered one and the same instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in PDF form, or by any other electronic means designed to preserve the original graphic and pictorial appearance of a document, will be deemed to have the same effect as physical delivery of the paper document bearing the original signatures.

**Schedule 1**  
**Data Access Addendum**

This Data Access Addendum (the “**Addendum**”) is an integral part of the Research Data Agreement among Facebook, Grantee and Principal Investigator. Capitalized terms used but not defined in this Addendum will have the meanings assigned to such terms in the main body of the Research Data Agreement.

The parties agree as follows:

**1. Background.** In connection with a Research Project, Facebook may provide Grantee or Principal Investigator with access to certain Confidential Information, Personal Data, and other data or information (individually and collectively, “**Facebook Data**”). If and to the extent Grantee or Principal Investigator accesses Facebook Data, Grantee or Principal Investigator, as applicable, will use and access Facebook Data only in accordance with the terms and conditions of the Research Data Agreement, including this Addendum, and only for the intended uses expressly approved by Facebook as set forth below (the “**Permitted Purpose**”). Grantee and Principal Investigator acknowledge that Facebook Data accessible by Grantee or Principal Investigator may include information which may not be necessary for the Permitted Purpose. In such event, Grantee and Principal Investigator will use and access only the portion of Facebook Data that is necessary for the Permitted Purpose. Facebook Data constitutes Confidential Information under the Agreement whether or not marked or otherwise identified as such.

**2. Data Access Requests.**

**a. Submission of Data Access Requests.** Grantee or Principal Investigator may submit written requests for access to Facebook Data using the online request tool provided by Facebook or as otherwise instructed by Facebook (each such request, a “**Data Access Request**”). Each Data Access Request must identify (i) the specific Facebook Data requested, (ii) the individuals who would have access to such Facebook Data, (iii) the intended use of such Facebook Data, (iv) the period of time during which access to such Facebook Data is needed, and (v) any other information relevant to Facebook’s review of the Data Access Request or requested by Facebook.

**b. Review of Data Access Requests.** Facebook will review each Data Access Request and either (i) approve such Data Access Request or (ii) deny such Data Access Request by providing written notice to Grantee or Principal Investigator, as applicable. Any individuals to whom Facebook grants access to the requested Facebook Data will be deemed to be “**Authorized Individuals**” during the

period for which such access is granted, provided that such individuals have entered into an agreement at least as restrictive with respect to Facebook Data as this Addendum (such agreement to be provided to Facebook promptly upon request). Grantee and Principal Investigator will remain accountable and responsible for all actions by the Authorized Individuals with respect to the Facebook Data, and will ensure that Authorized Individuals comply with the requirements set forth in this Addendum that are applicable to Grantee and Principal Investigator as if such Authorized Individuals were directly bound by this Addendum. In the event that an Authorized Individual is no longer involved in the applicable Research Project or no longer requires access to the Facebook Data for any reason, Grantee or Principal Investigator will promptly notify Facebook and Facebook may terminate such Authorized Individual’s access to the requested Facebook Data (including by suspending or revoking his or her Access Credentials as set forth below).

**c. Approval of Data Access Requests.**

**i. Manner of Access.** If Facebook approves the Data Access Request, Facebook may provide access to the requested Facebook Data in any manner determined by Facebook and subject to the data security requirements set forth in Section 3 below and any additional Facebook data security and data use policies and other requirements and technical controls as may be communicated by Facebook from time to time. By way of example, Facebook may impose access controls and other measures to monitor access and prevent unauthorized access, and also require specific means of access (e.g., VPN access to designated Facebook systems, access via a secure analytical sandbox, only on-site access to designated machines isolated from Facebook networks and other systems, directly supervised and monitored access, etc.). Notwithstanding the foregoing, Facebook reserves the right to (A) anonymize any Facebook Data, including by removing any Personal Data contained therein, and (B) remove any user-created content from the Facebook Data. The Facebook Data will be made available for such period of time as may be determined by Facebook (the “**Access Period**”). Notwithstanding the foregoing, Facebook may terminate, suspend or revoke access and any right to use Facebook Data and Access Credentials for any Authorized Individuals who fail to comply with all applicable obligations and requirements under this Agreement.

**ii. Access Credentials.** Facebook may provide Authorized Individuals user credentials required to access Facebook Data (“**Access Credentials**”) and may require

multi-factor authentication in order to access Facebook Data. Facebook reserves the right to suspend or revoke Access Credentials and access to the Facebook Data at any time, including in the event of any actual or suspected misuse or abuse of Access Credentials, or any failure to comply with the terms and conditions of this Addendum. Grantee and Principal Investigator will (a) require all Authorized Individuals to protect Access Credentials from disclosure to, discovery by, and unauthorized use by, third parties, (b) require all Authorized Individuals not to provide any Access Credentials to any third party, and (c) remain fully responsible and liable for any use, including any misuse, abuse, or unauthorized use, of any Access Credentials. In the event of any actual or suspected misuse, abuse, or unauthorized use, or any suspected disclosure to or discovery by third parties, of any Access Credentials, or of any actual or suspected attempt to engage in any of the foregoing, Grantee or Principal Investigator will promptly (but in no event later than seventy-two (72) hours after Grantee's or Principal Investigator's discovery of the foregoing) notify Facebook.

iii. On-Site Access. Facebook may require that certain Facebook Data be accessed only from locations specified by Facebook, including, for example, a secure location on Facebook-controlled premises (the "Site"). Grantee and Principal Investigator will comply with any and all of Facebook's policies regarding access to the Site, including all security, safety, environmental, information technology, legal and business conduct policies (which may, for example, include prohibitions on carrying cell phones, cameras, Wi-Fi devices, storage devices, printers and other items into the Site, and may include background check requirements), which shall be made available to Grantee and Principal Investigator in advance of such access. Any access to the Site will be strictly limited to the Permitted Purpose and will be granted only during the Access Period.

iv. Data Access Tools. Facebook may provide Authorized Individuals with access to Facebook Data through Facebook's data access tools ("Tools"). Any such access will be subject to the terms and conditions of this Agreement, including this Addendum, and may be subject to additional terms and conditions that may be presented upon initial log-in or at any other time during use of the Tools ("Terms of Use"). Notwithstanding the foregoing, in the event of any conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement will control. Facebook provides the Tools "AS IS" without any warranty of any kind. Facebook may change, withdraw or discontinue the Tools at any time in its sole discretion.

d. Denial of Data Access Requests. If Facebook denies the Data Access Request, Facebook will seek to identify the aspects of the Data Access Request with which Facebook is concerned and, if applicable, suggest alternate categories of Facebook Data that Facebook could make available to the Grantee or Principal Investigator that would enable Grantee or Principal Investigator to achieve its research goals. If applicable, Grantee or Principal Investigator may submit a revised Data Access Request that addresses the concerns raised by Facebook. Facebook may accept or deny such revised Data Access Request in its sole discretion. For clarity, Grantee and Principal Investigator will not be responsible for failing to pursue or complete a Research Project if they are unable to do so as the result of not obtaining access to requested Facebook Data.

**3. Obligations of Grantee and Principal Investigator**. Without limitation of Grantee's and Principal Investigator's other obligations as set forth in this Agreement, and to the extent that Facebook provides Grantee or Principal Investigator or any Authorized Individual with access to Facebook Data, Grantee and Principal Investigator will:

a. Implement and, at all times, maintain administrative, physical, and technical safeguards that prevent any unauthorized access, use, storage, processing, or disclosure, or the destruction, loss, or alteration, of any such Facebook Data.

b. Comply at all times with any applicable foreign and domestic laws, orders and regulations relating to privacy and data protection.

c. Hold Facebook Data in strict confidence and not disclose, transfer, or grant access to Facebook Data to any other person without the prior written permission of Facebook, except where such disclosure or transfer is required by applicable law. If Grantee or Principal Investigator receives any order, demand, warrant, or any other document requesting or purporting to compel a disclosure or transfer of Facebook Data, Grantee or Principal Investigator, as applicable, will (to the extent permitted by law) notify Facebook promptly (and in any event within two (2) business days of receipt of such a request) in writing and will comply with all reasonable directions of Facebook with respect to the request, including cooperating with any efforts by Facebook to obtain an appropriate protective order or similar protections for the Facebook Data.

d. Not (i) copy the Facebook Data, except for the copy provided by Facebook; (ii) remove the Facebook Data from its designated location or storage medium or access the Facebook Data in any manner other than expressly

permitted by Facebook, (iii) attempt to de-anonymize, de-aggregate or re-identify Facebook Data or otherwise extract Personal Data from Facebook Data; (iv) except as required for the Permitted Purpose, modify, create derivatives of, decompile, disassemble or reverse engineer the Facebook Data or how the Facebook Data was created or derived; (v) use the Facebook Data, or any portion or derivative thereof, to develop services or products or include any element of the Facebook Data in any product or service whether or not intended for commercial purposes; (vi) export the Facebook Data from the United States; or (vii) sell, rent, distribute, or commercially exploit any Facebook Data, or any portion or derivative thereof (including any data models derived therefrom), to any third party for any purpose whatsoever, in each case except as expressly permitted by Facebook in advance in writing or as expressly permitted under this Agreement.

**e.** Provide Facebook with written notice within seventy-two (72) hours of any incident that involves, or which Grantee or Principal Investigator reasonably believes may involve, the unauthorized access, use, storage, processing, disclosure, destruction, loss or alteration of Facebook Data or the loss of or unauthorized access to Access Credentials. Grantee or Principal Investigator will provide Facebook with prior written notice if possible prior to making any communication with any third party regarding any such incident, inform Facebook as soon as reasonably practicable regarding the content of any such communication, and in good faith consider Facebook's feedback and cooperate with Facebook in good faith regarding such contemplated communication (including with respect to the need, implications, and content of such communication).

**f.** Not commingle the Facebook Data with other data, whether Grantee's, Principal Investigator's or any third party's, except as expressly permitted by Facebook in its written notice of approval of a Data Access Request or otherwise in writing, and then only in accordance with any requirements imposed by Facebook with respect thereto.

**g.** Take any other steps reasonably requested by Facebook to assist Facebook in complying with any notification or other obligations applicable to Facebook under applicable laws with respect to Grantee's and Principal Investigator's use and access of Facebook Data under the Sponsored Research Agreement and this Agreement. In the event that the Addendum, or any actions to be taken or contemplated to be taken in performance of the Addendum, do not or would not satisfy either party's obligations under such laws, the parties will negotiate in good faith an appropriate amendment to the Addendum. With respect to Personal Data, Facebook may require that Grantee, Principal Investigator, and

Authorized Individuals enter into additional agreements as may be required by applicable laws or Facebook policies, the terms of which shall be provided to Grantee in advance.

**h.** Enter into and comply with the Model Contract Clauses as set out in Exhibit 1 hereto, to the extent that any Personal Data for which FIL is the data controller (as determined under applicable European law) is transferred to a Grantee or Principal Investigator outside the European Economic Area or a jurisdiction where a European Commission positive adequacy decision is in force and covers such transfer.

**4. Termination.** Upon termination or expiration of the Sponsored Research Agreement or this Agreement, or when the Facebook Data is no longer required for the Permitted Purpose (whichever is sooner), Grantee and Principal Investigator will immediately cease to use and access the Facebook Data and will promptly return to Facebook all such Facebook Data, or destroy the same if so requested by Facebook, in accordance with instructions given by Facebook at that time. Grantee's and Principal Investigator's obligations under this Addendum will continue for so long as Grantee or Principal Investigator, as applicable, continues to have access to or is in possession or control of Facebook Data, even if all agreements between Grantee or Principal Investigator, as applicable, and Facebook have been terminated or have expired.

**5. Equitable Relief.** Grantee and Principal Investigator acknowledge that, due to the unique and valuable nature of the Facebook Data, the unauthorized disclosure or use of Facebook Data may cause irreparable harm and significant injury to Facebook, the extent of which may be difficult to ascertain and for which there may be no adequate remedy at law. Grantee and Principal Investigator further acknowledge that the restrictions and other obligations under this Agreement with respect to Facebook Data (including, without limitation, as set forth in this Addendum) are reasonable and necessary to protect Facebook's interests and rights in the Facebook Data and that Facebook would not have entered into this Agreement or made the Facebook Data available to Grantee or Principal Investigator without such restrictions and other obligations. Accordingly, Grantee and Principal Investigator agree that Facebook, in addition to any other available remedies, may have the right to seek an immediate injunction and other equitable relief to enforce such restrictions and other obligations and to enjoin any breach or threatened breach of this Agreement. Grantee or Principal Investigator, as applicable, will notify Facebook in writing immediately upon Grantee's or Principal Investigator's becoming aware of any failure to comply with such restrictions or other obligations or any other breach or threatened breach of this Agreement. For

avoidance of doubt, Facebook may apply to any court of competent jurisdiction for such an injunction or other equitable relief at any time, notwithstanding the dispute resolution provisions set forth in this Agreement.

**6. Precedence.** If there is any conflict between the terms of this Addendum and the other terms of this Agreement, the terms of this Addendum will prevail.

## Exhibit 1 to Schedule 1

### Model Contract Clauses (Controller to Controller)

#### BETWEEN

(1) Facebook Ireland Limited (“**data exporter**”);

#### AND

(2) The party named in the Agreement as the Grantee (the “**data importer**”);

**HAVE AGREED** on the following clauses in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex 1.

### 1 DEFINITIONS

For the purposes of the clauses:

1.1 “**personal data**”, “**special categories of data/sensitive data**”, “**process/processing**”, “**controller**”, “**processor**”, “**data subject**” and “**supervisory authority/authority**” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);

1.2 “**the data exporter**” shall mean the controller who transfers the personal data;

1.3 “**the data importer**” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;

1.4 “**clauses**” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

### 2 OBLIGATIONS OF THE DATA EXPORTER

The data exporter warrants and undertakes that:

2.1 The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

2.2 It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

2.3 It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

2.4 It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

2.5 It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause 4, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

### 3 OBLIGATIONS OF THE DATA IMPORTER

The data importer warrants and undertakes that:

3.1 It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

3.2 It will have in place procedures so that any third party it authorises to have access to the personal

data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

- 3.3 It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- 3.4 It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- 3.5 It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause 2.5.
- 3.6 At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause 4 (which may include insurance coverage).
- 3.7 Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data

importer will attempt to obtain in a timely fashion.

- 3.8 It will process the personal data, at its option, in accordance with the data processing principles set forth in Annex A.
- 3.9 It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
- (a) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
  - (b) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
  - (c) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
  - (d) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

#### **4 LIABILITY AND THIRD PARTY RIGHTS**

- 4.1 Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- 4.2 The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses 2.2, 2.4, 2.5, 3.1, 3.3, 3.4, 3.5, 3.8, 3.9, 4.1, 6, 7.4 and 8 against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his

personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

## **5 LAW APPLICABLE TO THE CLAUSES**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause 3.8, which shall apply only if so selected by the data importer under that clause.

## **6 RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE AUTHORITY**

6.1 In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

6.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

6.3 Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

## **7 TERMINATION**

7.1 In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

7.2 In the event that:

- (a) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to clause 7.1;
- (b) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
- (c) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- (d) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
- (e) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs,

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (a), (b), or (d) above the data importer may also terminate these clauses.

7.3 Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

7.4 The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause 7.3) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

## 8 VARIATION OF THESE CLAUSES

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

## 9 DESCRIPTION OF THE TRANSFER

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause 2.5. The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

### Annex A to Exhibit 1 (Model Contract Clauses (Controller to Controller))

#### Data Processing Principles

- 1 PURPOSE LIMITATION: PERSONAL DATA MAY BE PROCESSED AND SUBSEQUENTLY USED OR FURTHER COMMUNICATED ONLY FOR PURPOSES DESCRIBED IN ANNEX B OR SUBSEQUENTLY AUTHORISED BY THE DATA SUBJECT.
- 2 DATA QUALITY AND PROPORTIONALITY: PERSONAL DATA MUST BE ACCURATE AND, WHERE NECESSARY, KEPT UP TO DATE. THE PERSONAL DATA MUST BE ADEQUATE, RELEVANT AND NOT EXCESSIVE IN RELATION TO THE PURPOSES FOR WHICH THEY ARE TRANSFERRED AND FURTHER PROCESSED.
- 3 TRANSPARENCY: DATA SUBJECTS MUST BE PROVIDED WITH INFORMATION NECESSARY TO ENSURE FAIR PROCESSING (SUCH AS INFORMATION ABOUT THE PURPOSES OF PROCESSING AND ABOUT THE TRANSFER), UNLESS SUCH INFORMATION HAS ALREADY BEEN GIVEN BY THE DATA EXPORTER.
- 4 SECURITY AND CONFIDENTIALITY: TECHNICAL AND ORGANISATIONAL SECURITY MEASURES MUST BE TAKEN BY THE DATA CONTROLLER THAT ARE APPROPRIATE TO THE RISKS, SUCH AS AGAINST ACCIDENTAL OR UNLAWFUL DESTRUCTION OR ACCIDENTAL LOSS, ALTERATION, UNAUTHORISED DISCLOSURE OR ACCESS, PRESENTED BY THE PROCESSING. ANY PERSON ACTING UNDER THE AUTHORITY OF THE DATA CONTROLLER, INCLUDING A PROCESSOR, MUST NOT PROCESS THE DATA EXCEPT ON INSTRUCTIONS FROM THE DATA CONTROLLER.
- 5 RIGHTS OF ACCESS, RECTIFICATION, DELETION AND OBJECTION: AS PROVIDED IN ARTICLE 12 OF DIRECTIVE 95/46/EC, DATA SUBJECTS MUST, WHETHER DIRECTLY OR VIA A THIRD PARTY, BE PROVIDED WITH THE PERSONAL INFORMATION ABOUT THEM THAT AN ORGANISATION HOLDS, EXCEPT FOR REQUESTS WHICH ARE MANIFESTLY ABUSIVE, BASED ON UNREASONABLE INTERVALS OR THEIR NUMBER OR REPETITIVE OR SYSTEMATIC NATURE, OR FOR WHICH ACCESS NEED NOT BE GRANTED UNDER THE LAW OF THE COUNTRY OF THE DATA EXPORTER. PROVIDED THAT THE AUTHORITY HAS GIVEN ITS PRIOR APPROVAL, ACCESS NEED ALSO NOT BE GRANTED WHEN DOING SO WOULD BE LIKELY TO SERIOUSLY HARM THE INTERESTS OF THE DATA IMPORTER OR OTHER ORGANISATIONS DEALING WITH THE DATA IMPORTER AND SUCH INTERESTS ARE NOT OVERRIDDEN BY THE INTERESTS FOR FUNDAMENTAL RIGHTS AND FREEDOMS OF THE DATA SUBJECT. THE SOURCES OF THE PERSONAL DATA NEED NOT BE IDENTIFIED WHEN THIS IS NOT POSSIBLE BY REASONABLE EFFORTS, OR WHERE THE RIGHTS OF PERSONS OTHER THAN THE INDIVIDUAL WOULD BE VIOLATED. DATA SUBJECTS MUST BE ABLE TO HAVE THE PERSONAL INFORMATION ABOUT THEM RECTIFIED, AMENDED, OR DELETED WHERE IT

IS INACCURATE OR PROCESSED AGAINST THESE PRINCIPLES. IF THERE ARE COMPELLING GROUNDS TO DOUBT THE LEGITIMACY OF THE REQUEST, THE ORGANISATION MAY REQUIRE FURTHER JUSTIFICATIONS BEFORE PROCEEDING TO RECTIFICATION, AMENDMENT OR DELETION. NOTIFICATION OF ANY RECTIFICATION, AMENDMENT OR DELETION TO THIRD PARTIES TO WHOM THE DATA HAVE BEEN DISCLOSED NEED NOT BE MADE WHEN THIS INVOLVES A DISPROPORTIONATE EFFORT. A DATA SUBJECT MUST ALSO BE ABLE TO OBJECT TO THE PROCESSING OF THE PERSONAL DATA RELATING TO HIM IF THERE ARE COMPELLING LEGITIMATE GROUNDS RELATING TO HIS PARTICULAR SITUATION. THE BURDEN OF PROOF FOR ANY REFUSAL RESTS ON THE DATA IMPORTER, AND THE DATA SUBJECT MAY ALWAYS CHALLENGE A REFUSAL BEFORE THE AUTHORITY.

6 SENSITIVE DATA: THE DATA IMPORTER SHALL TAKE SUCH ADDITIONAL MEASURES (E.G. RELATING TO SECURITY) AS ARE NECESSARY TO PROTECT SUCH SENSITIVE DATA IN ACCORDANCE WITH ITS OBLIGATIONS UNDER CLAUSE 3.

7 DATA USED FOR MARKETING PURPOSES: WHERE DATA ARE PROCESSED FOR THE PURPOSES OF DIRECT MARKETING, EFFECTIVE PROCEDURES SHOULD EXIST ALLOWING THE DATA SUBJECT AT ANY TIME TO “OPT-OUT” FROM HAVING HIS DATA USED FOR SUCH PURPOSES.

8 AUTOMATED DECISIONS: FOR PURPOSES HEREOF “AUTOMATED DECISION” SHALL MEAN A DECISION BY THE DATA EXPORTER OR THE DATA IMPORTER WHICH PRODUCES LEGAL EFFECTS CONCERNING A DATA SUBJECT OR SIGNIFICANTLY AFFECTS A DATA SUBJECT AND WHICH IS BASED SOLELY ON AUTOMATED PROCESSING OF PERSONAL DATA INTENDED TO EVALUATE CERTAIN PERSONAL ASPECTS RELATING TO HIM, SUCH AS HIS PERFORMANCE AT WORK, CREDITWORTHINESS, RELIABILITY, CONDUCT, ETC. THE DATA IMPORTER SHALL NOT MAKE ANY AUTOMATED DECISIONS CONCERNING DATA SUBJECTS, EXCEPT WHEN:

- (a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
- (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

- (b) where otherwise provided by the law of the data exporter.

### **Annex B to Exhibit 1 (Model Contract Clauses (Controller to Controller) Description of the Process**

#### Data Subjects

The personal data transferred concern the following categories of data subjects:

Individuals who use products and services of the data exporter (including for the avoidance of doubt, Facebook [and Instagram]), using a public audience setting.

#### Purposes of the transfer(s)

The transfer is made for the following purposes:

The enable selected the Grantee to conduct independent research into the role of social media on elections and democracy using Facebook data. Specific topics may include misinformation; polarising content; promoting freedom of expression and association; protecting domestic elections from foreign interference; and civic engagement.

#### Categories of Data

The personal data transferred concern the following categories of data:

The personal data transferred is the personal data generated, publicly shared and uploaded by individuals who use the products and services of the data exporter (including Facebook and Instagram) that is not restricted by a privacy setting.

#### **Recipients**

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

The Authorized Individuals

#### **Sensitive data** (if appropriate)

The personal data transferred concern the following categories of sensitive data:

N/A

#### **Data protection registration information of data exporter** (where applicable)

N/A

#### **Additional useful information** (storage limits and other relevant information)

**Contact points for data protection enquiries:**

a) **Data importer:***[Grantee to provide]*

b) **Data exporter:**

Facebook Ireland Ltd.  
4 Grand Canal Square  
Grand Canal Harbour  
Dublin 2 Ireland