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MEMBERSHIP AGREEMENT
THE ROPER CENTER FOR PUBLIC OPINION RESEARCH AND XXXXX

The organizations named above agree to the following terms and conditions that govern use of the Roper Center for Public Opinion Research's services and materials.

General Terminology:

- Roper Center for Public Opinion Research is hereafter, *Roper Center*.
- The institution XXXXX is the *Member Institution* of the Roper Center.
- XXXXX as a member institution has *Authorized Users*.
- *Authorized Users* (Users) are the faculty, students, researchers, occasional walk-in patrons, and staff of the Member Institution.
- *Data* refers to any and all information obtained from the Roper Center including, but not limited to data, metadata, datasets, questions, questionnaires, documentation and results of any kind, in any and all forms and formats.
- *Copyright Holder* is the original source copyright as maintained by the individual survey organizations and sponsors.

Roper Center Services, is hereafter, "the Services", and includes, but is not limited to:

- iPOLL Databank is the Roper Center's database of question results of US polls from 1935 to present.
- RoperExplorer is the Roper Center tool used to run tables without using external programs.
- RoperExpress is the means by which Authorized Users download datasets at the Center.

I. Duration. This Agreement will be in force from XXXXX to XXXXX and will be automatically renewed unless either party notifies the other to the contrary at least 30 days prior to the end of the Agreement period. Use of iPOLL or accessing datasets using RoperExpress or RoperExplorer will constitute acceptance of this Agreement.

II. The Roper Center agrees:

- A. To provide Authorized Users of the Member Institution with rights to download available, unrestricted data and documentation from the Roper Center's collection.
- B. To provide other surveys in the collection that require format conversion at no additional charge other than the costs of conversion. If required, an estimate of conversion costs will be provided for each specific request. Note: Some datasets require a separate agreement with the individual researcher(s) requesting access and are unrelated to institutional membership. Specific requirements vary across studies.
- C. To provide research services to Member Institution such as customized library searches and data analysis at discounted rates.
- D. To provide to the Member Institution complimentary publications of Roper Center newsletters, study listings, technical memoranda, brochures, and other material.



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- E. That authorized Users of the Member Institution research community shall have the rights to use the iPOLL databank and other services regardless of their location (authentication via IP, VPN, or proxy is initially required.)
- F. To use commercially reasonable efforts to remove personally identifying information from data before distributing them.
- G. That it represents and warrants that it has the right and authority to make the licensed materials available pursuant to these terms and conditions, and that providing the licensed materials to the Member Institution does not infringe upon any copyright, patent, trade secret, or other proprietary right of any third party.

III. Member Institution agrees:

- A. To pay an annual membership fee at the current XXXXX rate as posted on our website: [<https://ropercenter.cornell.edu/fees/>].
- B. To use commercially reasonable efforts to ensure that only Users from the Member Institution are allowed to use their account to access the Roper Center Services, and to inform the Roper Center of any possible violations of which it becomes aware. If any of its Users violate this agreement, the Member Institution will assist the Roper Center in identifying them and, where deemed appropriate, terminating their access.
- C. That access and use of Roper Center Services and Data is restricted as outlined in User Responsibilities (section IV) and the End-User Terms and Conditions (the current version of which is attached hereto as Appendix A and which the Roper Center may change at any time in its sole discretion by posting same on its website), which each User is required to accept as a condition to accessing Roper Center Services and Data. Member Institutions will be notified when any changes are made to the End-User Terms and Conditions.

IV. User Responsibilities. Data obtained via the Services remain the property of the copyright holder and may not be resold or re-disseminated by any Member Institution or User. The Member Institution and the Authorized Users may access or use the Services and Data only in ways that are consistent with US Copyright Law. It is understood that the Member Institution is not responsible or liable for actions or omissions of their Authorized Users, but the Member Institution shall make reasonable efforts to ensure the following:

- A. Neither the Member Institution nor Users may re-disseminate any Roper Center documentation or data obtained from the Roper Center outside of the Member Institution. However, researchers who are actively collaborating with individuals at non-member institutions may provide a copy of relevant data sets to their collaborators solely for their private use in connection with and for the duration of the project, after which they will return or destroy such material. Researchers are advised to obtain a written agreement from such collaborators to abide by the foregoing requirements.
- B. The User may not use any pages, parts of pages or downloadable files available on the Site or available through the Services to create or store in electronic form any shared library or archive of information which could be used as a research application and, by way of example and not limitation, is specifically prohibited from (directly, indirectly or through the use of any



software program) creating a databank or database in electronic or structured manual form containing such information.

- C. Neither Roper Center data nor any tool or other application that works with such data may be placed on any web site without prior express written permission, which the Roper Center may grant, deny or condition in its sole discretion. If such permission is granted, any access to such data will be permitted only if access is restricted to Users of the web site who have executed agreements with the Roper Center about use of the data. If the Member Institution ceases to be a member of the Roper Center, individual users may keep copies of data obtained during the membership period, but the data must be removed from web sites or data libraries and cannot be further re-disseminated within the Member Institution.
- D. Users may create aggregated analyses, compilations or derivative works using data available from the Roper Center for their own scholarly research and teaching purposes, but may **not** use any of the data to develop a database, database service (online or otherwise), automated data or text mining applications, or other information resource in any medium (print, electronic or otherwise, now existing or developed in the future) for use by others. Authorized Users who create such derivative works, subsets of data or applications and wish to share access should contact the Roper Center to archive their materials with the Center to make them available to the research community. The Roper Center may agree or decline to do so in its sole discretion.
- E. Users may present findings from iPOLL and results of analysis of Roper Center data in reports and publications. However, they may not offer direct or indirect access to iPOLL, *RoperExpress*, *RoperExplorer*, or any other Roper Center Service; for example, they may not use the Services for the benefit of any third party, including without limitation, in an outsourcing or timesharing arrangement or offer to conduct iPOLL searches or provide access to data. Results from iPOLL searches may be reproduced for teaching purposes within member institutions provided access is restricted to members of the institution.
- F. No part of the Roper web site or the Services, including logos or icons may be reproduced, transmitted, or stored in any web site, nor may any of its pages or parts thereof be disseminated in any electronic retrieval system or service without prior written permission, which the Roper Center may grant, deny or condition in its sole discretion.
- G. Users are expected to download reasonable amounts of data for their research purposes; excessive downloads that, in the sole judgment of the Roper Center, may compromise the integrity of the archives will be investigated and may result in termination of access. Thirty (30) day written notification will be given to the Member Institution to take commercially cure the breach before access is terminated.
- H. Users are to properly cite the original survey and acknowledge the Roper Center as the distributor of the data. This condition applies to information obtained from all Roper Center Services including iPOLL, *RoperExpress*, or *RoperExplorer*.
- I. Users cannot use, copy or otherwise access any restricted-access portion of the web site, the Services or any content or materials contained in any such area of the Services that have not been licensed and invoiced by the Roper Center.



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- J. If for any reason, a user gains unauthorized access to Roper Center Data or Materials then these terms and conditions nonetheless apply. In addition to any other rights and remedies available to the Roper Center, the user shall immediately upon notification terminate the practice and pay all applicable charges. In no event shall such compliance or payment authorize such user's access.
- K. Should an authorized user permit an unauthorized user to access any content or materials to which they have not been licensed, except as specifically permitted herein, the authorized user will be in breach of these terms and may be subject to disciplinary action including, but not limited to loss of access and payment of any applicable charges. Additionally, the user's Member Institution will be notified and will take commercially reasonable efforts to assist to correct the situation as outlined in the Membership Agreement.
- L. Users are responsible for protecting the privacy and confidentiality of respondents. If Users discover the identity of any individual or organization, they may not use or deliver the information to any third party and shall report such identifiable information to the Roper Center immediately.

V. Copyright. Users do not have any claim or rights to any intellectual property or exclusive ownership to any of the data obtained through the Roper Center, modified or unmodified. All data are property of the individual survey organizations which comprise the copyright holders.

VI. Consequences of Unacceptable Use

- A. Use of Roper Center data or Services to infringe the intellectual property rights of the Roper Center or others in any way is strictly prohibited and will result in action by the Roper Center, including without limitation, termination of access.
- B. Failure to adhere to this Agreement or the Roper Center Terms and Conditions will result in disciplinary action, including but not limited to termination of access and civil lawsuit/litigation against the user.
- C. The Roper Center reserves all rights, including without limitation the right to investigate and to involve and cooperate with law enforcement authorities, and to pursue a civil lawsuit and/or criminal prosecution against the User for any alleged or actual illegal activities involving Roper Center data or services.
- D. In the event of a breach of any of its obligations under this Agreement, the Member Institution shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from the Roper Center. Within the period of such notice the Member Institution shall make every reasonable effort and document said effort to remedy such a breach and shall institute commercially reasonable procedures to prevent future occurrences of such breaches. If the Roper Center becomes aware of a breach of the rights granted the Member Institution under the Agreement that Roper Center reasonably believes will cause immediate and severe injury, Roper Center will notify the Member Institution immediately in writing and shall have the right to temporarily suspend the Member Institution's access. Once the breach has been remedied or the breaching activity halted, Roper Center will promptly reinstate access. If the Member



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Institution does not satisfactorily remedy the breaching activity within thirty (30) days, the Roper Center may terminate this Agreement upon written notice to the Member Institution. In the event of such termination, the Member Institution shall receive a prorated refund of any subscription fees paid to date of termination.

In the event of a breach of this Agreement by the Roper Center, which breach is not remedied within thirty (30) days of notice by the Member Institution that such breach has occurred, the Member Institution reserves the right to terminate this Agreement. At that time, Roper Center shall immediately refund the license fee prorated to the term of the subscription. Any notices required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice is directed at that party's mailing address or regularly-monitored electronic mail address provided below, as such address may be updated from time-to-time by either party by written notice to the other. Each notice shall be deemed to have been given on (i) the day such notice is personally delivered, (ii) three (3) days after such notice is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice is sent by overnight courier, or (iv) the day such notice is sent electronically, provided that the sender has received a confirmation of such electronic transmission.

VII. Disclaimer. Data are provided "as is" without warranty of any kind, either expressed or implied. In no event shall the Roper Center or its agents be liable for any damages including, but not limited to, indirect, special, punitive, incidental or consequential, or other losses arising out of the use of or inability to use the products.

VIII. Fees. The Roper Center reserves the right to change its annual fees for any subsequent year after providing 60 days written notice by posting its new fees on the Roper Center website. The Member agrees to pay an annual membership as outlined in Section III. The Roper Center also reserves the right to terminate the Member Institution's access at any time, for any reason, with a prorated refund of fees.

[Signature Page follows]



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Preferred Contacts

Please provide the required contact information below:

Preferred Financial Contact:

Full name

Email address

Phone number

Preferred Membership Contact:

Full name

Email address

Phone number

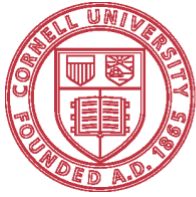
Preferred Technical Contact:

Full name

Email address

Phone number

Prepared: Jan. 8, 2019 (ABB)



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Appendix A
Roper Center for Public Opinion Research
End-User Terms and Conditions
(New policy effective May, 2018)

Any use of Roper Center services will be subject to and constitute acceptance of these Terms and Conditions (the “Terms”). The Terms are accessible on each page of the Roper Center’s website and users are required to re-affirm their agreement to the Terms upon sign in.

Access

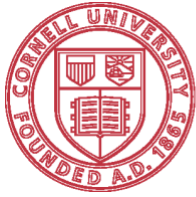
Permission is granted to access *RoperExpress* and/or iPOLL services via IP authentication or with the user name and password provided. User names and passwords must not be divulged to anyone. In the case of accidental disclosure or other breaches of security, the Roper Center must be notified immediately so that corrective measures may be taken (e.g. changing of passwords). Access and use by users of the Roper Center’s website and services are subject to the privacy policy posted on the Roper Center’s website, which may be updated from time-to-time by the Roper Center in its sole discretion. The Roper Center reserves the right to withdraw permission to access Roper Center Services, including without limitation, iPOLL, *RoperExpress* or *RoperExplorer*, any time, with a prorated adjustment of user fees. Members or users who breach these terms may have access terminated.

[Note: *Data* refers to any and all information obtained from the Roper Center including data, metadata, datasets, questions, questionnaires, documentation and results of any kind, in any and all forms and formats.]

Respondent Confidentiality

In preparing data for public distribution, the Roper Center takes precautionary measures to ensure that individual respondents cannot be directly identified in a dataset. These measures may include deleting telephone numbers, street addresses, zip codes, names, and any other information that could reasonably lead to the direct identification of a respondent. On occasion, the Roper Center also finds it necessary to seek to prevent the *indirect* identification of a respondent by means such as the matching of databases; when this has been done, the recoding or other editing steps that were taken will be recorded in the documentation for the study.

Although the Roper Center takes the initiative to remove all items that may compromise respondent confidentiality, users are responsible for protecting the privacy and confidentiality of respondents. If users discover the identity of any individual or organization, they may not use or deliver the information to any third party and shall report such identifiable information to the Roper Center immediately. All users must agree to 1) use these datasets solely for the purpose of aggregate statistical analysis, 2) make no use of or disclose to any third party the identity of any individual or organization they may have discovered, intentionally or unintentionally, from dataset information, and 3) not create links to any other dataset that could reasonably be used to identify individuals without the advance written permission of the Executive Director of the Roper Center.

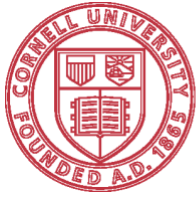


Re-Dissemination

All data obtained from the Roper Center's website, iPOLL, RoperExplorer, RoperExpress or other *services* remain the property of the copyright holder and may not be resold or re-disseminated. Users do not have any right, title interest or claim to intellectual property rights or ownership of any of the data obtained through the Roper Center, modified or unmodified. Users may access or use the services and data in ways that are consistent with US Copyright Law. However, researchers who are actively collaborating with individuals at non-member institutions may provide a copy of relevant datasets to their collaborators for the duration of the project, after which such collaborators must return or destroy such data. iPOLL searches may be reproduced for instructional or research purposes within member institutions provided access is restricted to members of the institution.

Restricted Uses and Prohibited Activities

- A. Neither Members nor Users may re-disseminate any documentation or data obtained from the Roper Center outside of the Member Institution. However, researchers who are actively collaborating with individuals at non-member institutions may provide a copy of relevant data sets to their collaborators solely for their private use in connection with and for the duration of the project, after which they will return or destroy such material. Researchers are advised to obtain a written agreement from such collaborators to abide by the foregoing requirements.
- B. The user may not use any pages, parts of pages or downloadable files available on the Site or available through the Services to create or store in electronic form any shared library or archive of information which could be used as a research application and is specifically prohibited from (directly, indirectly or through the use of any software program) creating a databank or database in electronic or structured manual form containing such information.
- C. Neither Roper Center data nor any tool, application or other application that works with such data may be placed on any web site without the prior express written permission, which the Roper Center may grant, deny or condition in its sole discretion. If such written permission is granted, any access to such data will be permitted only if access is restricted to authorized users of the web site who have executed agreements with Roper about the use of the data. If the Member Institution ceases to be a member of the Roper Center, individual users may keep copies of data obtained during the membership period, but the data must be removed from web sites or data libraries and cannot be further re-disseminated within the Member Institution.
- D. Users may create aggregated analyses, compilations or derivative works using data available from the Roper Center for their own scholarly research and teaching purposes, but may **not** use any of the data to develop a database, database service (online or otherwise), automated data or text mining applications, or other information resource in any medium (print, electronic or otherwise, now existing or developed in the future) for use by others. Authorized users who create such derivative works, subsets of data or applications and wish to share access should contact the Roper Center to archive their materials with the Roper Center to make them available to the research community. The Roper Center may agree or decline to do so in its sole discretion.
- E. Users may present findings from iPOLL and results of analysis of Roper Center data in reports and publications. However, they may not offer direct or indirect access to iPOLL, RoperExpress or RoperExplorer, or any other Roper Center service; for example, they may not use the Services for the benefit of any third party, including without limitation, in an outsourcing or timesharing arrangement or offer to conduct iPOLL searches or provide access to data. Results from iPOLL searches may be reproduced for teaching purposes



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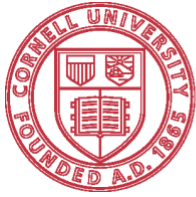
- within Member Institutions provided access is restricted to members of the institution.
- F. No part of the Roper web site or the Services, including logos or icons may be reproduced, transmitted, or stored in any web site, nor may any of its pages or parts thereof be disseminated in any electronic retrieval system or service without prior written permission, which the Roper Center may grant, deny or condition in its sole discretion.
 - G. Users are expected to download reasonable amounts of data for their research purposes; excessive downloads that, in the sole judgment of the Roper Center, may compromise the integrity of the archives will be investigated and may result in termination of access.
 - H. Users are to properly cite the original survey and acknowledge the Roper Center as the distributor of the data. This condition applies to information obtained from all Roper Center services including iPOLL, RoperExpress, or RoperExplorer.
 - I. Users cannot use, copy or otherwise access any restricted-access portion of the web site, the Services or any content or materials contained in any such area of the Services that have not been licensed and invoiced by the Roper Center.
 - J. If for any reason, a user gains unauthorized access to Roper Center Data or Materials then these terms and conditions nonetheless apply. In addition to any other rights and remedies available to the Roper Center, the user shall immediately upon notification terminate the practice and to pay all applicable charges. In no event shall such compliance or payment authorize such user's access.
 - K. Should an authorized user permit an unauthorized user to access any content or materials to which they have not been licensed, except as specifically permitted herein, the authorized user will be in breach of these terms and may be subject to disciplinary action including, but not limited to loss of access and payment of any applicable charges. Additionally, the user's Member Institution will be notified and will take reasonable efforts to assist to correct the situation as outlined in the Membership Agreement.

Consequences of Unacceptable Use

- A. Use of Roper Center data to infringe the intellectual property rights of others in any way is strictly prohibited and will result in termination of access.
- B. Failure to adhere to Roper Center Terms and Conditions may result in termination of access and civil lawsuit/litigation.
- C. The Roper Center reserves all rights, including without limitation the right to investigate and to involve and cooperate with law enforcement authorities, and to pursue a civil lawsuit against the User for any alleged or actual illegal activities involving Roper Center services.

Bibliographic Citation

The Roper Center and the original collector of the data must be acknowledged in any resulting papers or publications. Publications based on Roper Center data collections should acknowledge the data sources by means of standard bibliographic citations. To ensure that source attributions are available for use by future social science researchers, full standard citations must appear in the footnotes or reference sections of publications. Users are further requested to submit these citations to the Roper Center so that the Roper Center may provide funding agencies with appropriate information about use of data resources and obtain a better understanding about the use of those resources. Citations may be submitted by email to membership@ropercenter.org or post to the Roper Center.



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Citations of machine-readable data files contain five major elements:

(1) Authorship, (2) Title, (3) Edition/Version, (4) Producer, and (5) Distributor

General Citation Format:

Authorship. Title [material designator]. Edition/Version. Location of producer: Name of producer [producer], Production date. Location of distributor: Name of distributor [distributor], Distribution date.

The bibliographic citation for this data collection is:

Cable News Network, USA Today. *CNN/USA Today/Gallup Poll #2000-20: Microsoft/Parents/'Socially Responsible'* [computer file]. 1st Roper Center for Public Opinion Research version. Lincoln, NE: Gallup Organization [producer], 2000. Ithaca, NY: The Roper Center Cornell University [distributor], 2001.

The above information is based on the citations described within:

Roistacher, Richard C. *A Style Manual for Machine-Readable Data Files and Their Documentation*. Washington, D.C.: U.S. Dept. of Justice, Bureau of Justice Statistics, 1980.

Disclaimer

Roper Center products and services are provided "as is" without warranty of any kind, either expressed or implied. In no event shall the Roper Center or its agents be liable for any indirect, special, punitive, incidental or consequential damages, or other losses arising out of the use of or inability to use our products.

Membership Agreement

Users at member institutions are responsible for knowing and adhering to the terms of the membership agreement. The agreement is available from the Roper Center or from its representative at the member institution.

If the institution ceases to be a member of the Roper Center, individual users may keep copies of data obtained during the membership period, but the datasets and results from iPOLL searches must be removed from web sites or data libraries and cannot be further re-disseminated.