

Data Transfer and Use Agreement (“Agreement”)

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| Provider: The Board of Trustees of the University of Illinois. | Recipient: |
| Provider Scientist: Name: Mark Hasegawa-Johnson Email: Hasegawa-Johnson jhasegaw@illinois.edu | Recipient Scientist: Name: Email: |
| Agreement Term: Start Date: Date of last signature below End Date: <i>[Please insert a specific end date]</i> | |

TERMS AND CONDITIONS

- 1) This Agreement is by and between Provider and Recipient and is for use by the **Recipient Scientist** as described below.
- 2) Provider shall provide the data set described in Attachment 1 (the “**Data**”) to Recipient for the purpose set forth in Attachment 1 (the “**Permitted Purpose**”), which is incorporated into this Agreement. Provider shall retain ownership of any rights it may have in the Data, and Recipient does not obtain any rights in the Data beyond those explicitly set forth in this Agreement.
- 3) Recipient shall only use the Data as authorized under this Agreement. The Data will be used solely for the Permitted Purpose and solely by Recipient Scientist and Recipient’s faculty, employees, fellows, students, agents, contractors, subcontractors, and collaborators who have a need to access the Data for the Permitted Purpose (“**Authorized Users**”). Recipient will ensure that any Authorized User to whom Data is disclosed agrees to restrictions and conditions at least as restrictive as those that apply to Recipient under this Agreement.
- 4) Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over the Data and shall not disclose, transfer, sell, or otherwise grant access to the Data to any third party, except Authorized Users, without the prior written consent of Provider. Recipient agrees to establish appropriate administrative, technical, and physical controls to prevent unauthorized use of or access to the Data. Recipient shall report to the Provider any use or disclosure of the Data not provided for by this Agreement within two (2) business days of when it becomes aware of such use or disclosure.
- 5) Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such public health efforts and/or research.
- 6) Recipient is encouraged to make the Results publicly available. The parties will together make decisions on authorship of jointly authored publications, if any. Authorship will be in accordance with academic and/or scholarly standards. Recipient Scientist shall notify Provider Scientist of each publication resulting from use of the Data upon acceptance for publication.
- 7) Recipient agrees to recognize the contribution of the Provider as the source of the Data in all written, visual, and oral public disclosures concerning Recipient’s use of the Data, as appropriate in accordance with applicable scholarly standards.
- 8) If the Data being provided is coded, the Provider will not release, and the Recipient will not request, the key to the code. Recipient will not use the Data, either alone or in concert with any other information, to make any effort to identify or contact individuals who are or may be the sources of Data without specific written approval from Provider and appropriate Institutional Review Board approval, if required pursuant to 45 CFR 46 or other applicable laws and regulations. Should Recipient inadvertently receive identifiable information or otherwise identify a subject, Recipient shall promptly notify Provider and follow Provider’s reasonable written instructions, which may include return or destruction of the identifiable information.
- 9) Upon a data contributor’s withdrawal of consent and/or request for data deletion, Provider shall notify the Recipient of the Participant ID number of the withdrawn contributor, and Recipient shall promptly delete Data labeled with the Participant ID number of the withdrawn contributor from its repository.
- 10) The Data originated from inside the United States.
- 11) This Agreement terminates as of the End Date stated above unless it terminates earlier as stated in Section 12. Upon termination of this Agreement, Recipient shall not receive access to any additional Data, and Recipient shall destroy all copies of the Data (including all locally stored copies on laptops, flash drives and other); provided,

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| Urbana, IL 61801 Attention: Director Email: otm@illinois.edu Phone: 217-333-7862 | |
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Approved for legal form, Office of University Counsel, JAC 04/2024

Attachment 1

Data and Permitted Purpose Information

“Data” means the Speech Signal Data that Authorized User receives under the Agreement during the Term while such Authorized User is a party to the Agreement, in modified or unmodified form. Data does not include Results.

“Permitted Purpose” means research by or on behalf of Authorized User to advance understanding of machine learning-related data variances associated with atypical speech variations, and the development of products, technologies, and services by or on behalf of Authorized User to improve communications and increase access to technology, including computational use, processing of Speech Signal Data, and the creation and training of machine learning solutions and artificial intelligence models including for research and for commercial purposes.

“Result” means anything that Authorized User develops or improves for the Permitted Purpose that does not include more than a de minimis portion of the Data (e.g., summary statistics such as the number of speakers, and the gender, age range, etiology, ethnicity, and similar characteristics of speakers) or more than twenty (20) Authorized Samples on which the use is based. Results may include de minimis portions of the Data necessary to report on or explain use that has been conducted with the Data, such as figures in scientific papers or up to twenty Authorized Samples, but do not include more. For example, machine learning and artificial intelligence models trained on Data (and which do not include more than a de minimis portion of Data) are Results to the extent they are developed by or on behalf of Authorized User pursuant to the terms of this Agreement.

“Speech Signal Data” means any raw voice recordings and any associated labels and other curated metadata.

“Authorized Sample” means a sample audio recording, and its associated text transcript and metadata, that is labeled with the Contributor ID number of a Contributor whose metadata authorizes the use of audio recordings in presentations and demonstrations.