

Data Transfer and Use Agreement ("Agreement")	
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	
<ol style="list-style-type: none"> 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 <u>purpose</u> 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, 	

however, that Recipient may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements under applicable law or regulation, or to comply with publication disclosure requirements. If a publisher or research sponsor requests or requires disclosure of the Data, Recipient shall seek Provider's written consent.

12) Provider may terminate this Agreement at any time as required by US law. Provider may also terminate this Agreement upon written notice to the Recipient if Recipient (including the Authorized Users) does not follow the terms of this Agreement and does not fully cure such failure within thirty (30) days of receiving written notice from the Provider. In the event this Agreement is terminated under this Section 13. Recipient shall cease use of the Data and use reasonable efforts to delete any copies of the Data but shall not be restricted from continued use of any Results.

13) Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

14) Recipient accepts all liability for Recipient's use of, and actions related to, Data. No other assumption of liability or indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

15) Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.

16) This Agreement is the entire understanding between the parties and supersedes any prior written or oral discussions, arrangements, courses of conduct, or agreements. No modification or waiver of this Agreement shall be valid unless in writing and executed by authorized representatives of both parties.

17) This Agreement shall be governed by the law of the State of Illinois, excluding its conflict of laws provisions. In consideration of the performance by University of this Agreement, Recipient agrees that all actions or proceedings arising out of or related to this Agreement shall be litigated in state courts located within the State of Illinois. All claims against University must be filed in accordance with the Illinois Court of Claims Act. Recipient:

- Consents and submits to the jurisdiction of any state court located within Illinois.
- Consents to delivery and service of process by means of the notice provisions established in this Agreement.
- Agrees that it shall not bring any action or claim against University in any other jurisdiction.

18) The parties have caused this Agreement to be executed by their respective duly authorized officers or representatives on the date indicated below. By signing, Recipient represents their understanding of their responsibilities related to applicable laws, regulations, and policies, and represents that any required Institutional Review Board (IRB), Institutional Animal Care and Use Committee, or ethics review or approval has been completed.

Provider: THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS	By an Authorized Official of Recipient:
By: _____	_____
Paul N. Ellinger, Comptroller	Date
Signature of Comptroller Delegate	Date
Printed Name and Title of Comptroller Delegate	
<u>Formal Notices:</u> University of Illinois 319 Ceramics Building, MC-243	<u>Name:</u> <u>Title:</u> <u>Contact Information for Formal Notices:</u> Name: Address: Email: Phone:

105 South Goodwin Avenue
Urbana, IL 61801
Attention: Director
Email: otm@illinois.edu
Phone: 217-333-7862

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. Per the Department Of Justice Data Transfer regulations, Biometric Identifiers of a maximum of 999 persons may be transferred under this agreement.

“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.