Information Sharing Agreement

This Information Sharing Agreement (the **"Agreement"**) sets forth the terms under which [Insert Authorized Individual Name], doing research under/currently affiliated with [Insert Institution Name], having its principal place of business at [Insert Institution Address] ("**Institution**"), Meta Platforms, Inc., with offices at 1 Meta Way, Menlo Park, CA 94025 ("**Meta**" or "**MPI**") and, for the purposes of enforcing the provisions concerning personal data processed where Meta Platforms Ireland Limited is the data controller, Meta Platforms Ireland Limited, having its principal place of business at Merrion Road, Dublin 4, D04 X2K5 Ireland ("**MPIL**"), will share information for the purposes of allowing Authorized Individuals to access Research Tools for an Approved Purpose. Any undefined terms used in this Agreement are defined in the Meta TOS (defined below), which are hereby incorporated into this Agreement by reference.

Authorized Individual, Institution, MPI and MPIL are collectively referred to herein as the **"Parties,"** or individually as a **"Party".**

The Parties believe that any information sharing efforts must protect human rights, particularly the privacy of customers, users, and third parties, including through compliance with applicable Data Protection Requirements.

In consideration of the mutual rights and obligations under the Agreement, Meta and Institution shall comply with the terms of the Agreement.

1. **Definitions:**

    1.1. "**Applicable Law**" means any applicable law, regulation, directive, or other binding requirements (each as may be implemented, amended, extended, superseded, or re-enacted from time to time), including but not limited to, for the avoidance of doubt, Data Protection Requirements.

    1.2. "**Authorized Individual**" means an individual currently affiliated with Institution and has been selected to participate in the Instagram Data Access Pilot for Well-being Research.

    1.3. "**Confidential Information**" includes, without limitation, all technical and non-technical information provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is either: (a) designated as confidential by the Disclosing Party at the time of disclosure; or (b) should reasonably be considered confidential, given the nature of the information or the circumstances surrounding its disclosure. Notwithstanding the above, all Meta Data and all technical and non-technical information concerning or related to Meta's products, services, online properties (including the discovery, invention, research, improvement, development, marketing, or sale thereof), financial data and models, business and marketing plans, and any information related to the foregoing constitutes Confidential Information and is the property of Meta. This Agreement shall be treated as respective Parties' Confidential Information for the purposes of this Agreement.

    1.4. "**Data Protection Requirements**" means, to the extent applicable, (a) APAC Data Protection Requirements; (b) European Data Protection Requirements; (c) LATAM and MEA Data Protection Requirements; (d) USA Data Protection Requirements; (e) mandatory industry rules and standards including, without limitation, and to the extent applicable, the Payment Card Industry Data Security Standard ("**PCI-DSS**"); and (f) any and all other applicable laws related to data protection, data security, marketing, privacy, or the processing of Personal Data. Application of the Data Protection Requirements (and the definitions of the foregoing) are set forth in the DPA.

    1.5. "**DPA**" means Meta's Data Protection Addendum available at https://www.facebook.com/legal/terms/Privacy (or a successor URL).

    1.6. "**Meta**" means MPI and/or MPIL (as applicable).

    1.7. "**Meta Data**" means any and all data and information received, stored, collected, derived, generated, or otherwise obtained or accessed by Institution in connection with this Agreement, in furtherance of any information sharing initiatives, or if applicable, access to any Meta Properties, Sites (as defined below) or any Systems (as defined below) regarding any aspect of Meta's business, including all Personal Data and all other data or information provided by or on behalf of any Meta user, advertiser, business partner or content provider, and other information such as system procedures, employment practices, finances, inventions, business methodologies, trade secrets, copyrightable and patentable subject matter. For purposes of clarity, Meta Data does not include Researcher Data.

1.8. "**Meta Properties**" means the online properties, products, services, websites, widgets, applications and pages, including, without limitation, those accessible in whole or in part through any platform, medium or device, whether presently existing or later developed, that are developed in whole or in part by or for Meta or its affiliates throughout the world.

1.9. "**Meta TOS**" means Meta's Terms of Service available at https://www.facebook.com/legal/terms (or a successor URL) and all applicable terms and policies incorporated or referenced therein.

1.10. **"Research Participant"** means an individual recruited by the Institution or Authorized Individual to participate in the Research and who has provided consent and authorization for Meta to share certain data from their Instagram account(s).

1.11. **"Personal Data"** means any information in any form, whether true or not, that identifies, relates to, describes, is capable of being associated with, or could be linked directly, or indirectly, to or used to identify, contact or locate a natural person including 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, financial, cultural or social identity of that natural person. The term "personal data" includes any "personal information," "personal data," "personally identifiable information," "non-public personal data," or similar terms as defined by Data Protection Requirements, and also covers information of juristic persons and deceased natural persons where required under Data Protection Requirements.

1.12. "**Research**" means an approved research project as part of the Instagram Data Access Pilot for Well-being Research, the details of which are set forth in Attachment 3 (Accepted Proposal).

1.13. "**Research Tools**" means one or more of Meta-supplied tools designed for Research that Meta may make available under this agreement to an Authorized Individual and/or Institution for an Approved Purpose (defined below).

1.14. "**Researcher Data**" means data and information independently collected or provided by Institution or an Authorized Individual as part of the Research. For the avoidance of doubt, if Researcher Data is combined with Meta Data, the combined product will be considered Meta Data.

1.15. "**RFP**" means the Instagram Data Access Pilot for Well-being Research Request for Proposals available for download at https://www.cos.io/meta-proposals (or a successor URL).

1.16. "**User Guide**" means the latest version of the User Guide for the Instagram Data Access Pilot for Well-being Research, available for download at https://www.cos.io/meta-user-guide (or a successor URL).

2. **Access.** At its sole discretion and in furtherance of the Approved Purpose, Meta will grant access to Research Tools and the Meta Data listed in the Data Request Form attached hereto as Attachment 4 (Data Request Form) to Institution and Authorized Individual. Authorized Individual and Institution's access to Research Tools and Meta Data is subject to its continued compliance with this Agreement, the RFP and the User Guide. In the event of any conflict or inconsistencies amongst this Agreement, the RFP and the User Guide, the order of precedence shall be as follows: (1) this Agreement, (2) the User Guide, and (3) the RFP.

3. **Approved Purpose.** Authorized Individual at Institution will use the Research Tools to conduct Research (the "**Approved Purpose**") and for no other purpose whatsoever without the prior written consent of Meta.

4. **Data Use**
   4.1. Data Collection Conditions. To ensure that valid consent is obtained for Meta to share Meta Data, Institution and Authorized Individual will comply with the following prior to collecting any data from potential Research Participants:

   4.1.1. Transparency: Institution and Authorized Individual will provide Research Participant with clear information about the Research, as well as any additional information required under Applicable Law, which at a minimum will include:

   4.1.1.1. Purpose: Explain the purpose of the Research;

   4.1.1.2. Data Collection: Use the language to be provided by Meta to describe the type(s) of Meta Data about a Research Participant that will be disclosed by Meta for the Research;

   4.1.1.3. Processing: Explain what will happen with Research Participant's Meta Data, including any plans to merge such Meta Data with other data sources, such as survey response data;

4.1.1.4. <u>Sharing Data</u>: State what entities, or types of entities, that may receive the Meta Data for the Research, including institutions for reproduction purposes and the third-party clean room provider; and

4.1.1.5. <u>Choice</u>: Explain the consequences if Research Participant chooses not to share their Meta Data for the Research.

4.1.2. <u>Consent (or affirmative and explicit agreement) to participate in the Research prior to data collection</u>: Institution and Authorized Individual will ensure that appropriate agreement or consent, in the applicable language based on the country(s) included for participant recruitment, is received from Research Participants prior to data collection by the Institution. Where required under Applicable Law, Institution and Authorized Individual must state what legal basis they are relying on to process personal information for the Research. In addition, Institution and Authorized Individual will comply with the following:

4.1.2.1. For any Research Participant under the age of 18, first obtain consent from the Research Participant's parent or legal guardian for the Research Participant to participate in the Research.

4.1.2.2. Provide information on how the Research Participant (or their parent/guardian in the case of Research Participants under the age of 18) can withdraw their consent (or agreement) to participate in the Research.

4.1.2.3. Where consent is gathered, ensure it is compliant with Applicable Law. For example, it must be clear and avoid dark patterns, etc.

4.1.2.4. Only redirect Research Participants to the Meta designated authorization flow on Instagram after receiving: (1) this initial consent (or agreement) to participate in the Research; and (2) consent to share Meta Data (as described in subsection 4.1.3 below).

4.1.3. <u>Consent for Meta to share Meta Data about the Research Participant with the Institution and Authorized Individual</u>: Institution and Authorized Individual will gather Research Participant consent through the applicable consent(s) provided by Meta as set forth in <u>Attachment 2</u> (<u>Consent Addendum</u>), including any Meta translated versions for the languages used in the Research. Studies collecting Meta Data about Research Participants ages 13-17 should use the applicable Meta provided consents for (a) Research Participants under the age of 18 and (b) those Research Participants' parents (or legal guardians). Studies collecting Meta Data about Research Participants ages 18 or older must use the Meta provided consent for that cohort. In addition, Institution and Authorized Individual will comply with the following:

4.1.3.1. Meta provided consents may only be gathered from data subjects who are at least 13 years of age.

4.1.3.2. Meta provided consents may only be gathered from data subjects who are living in one of the 24 countries eligible for pilot participation.

4.1.3.3. Meta provided consents are limited to a Meta Data collection period of up to thirty (30) days for each instance of consent.

4.1.4. <u>Notifications to Meta</u>: Institution and Authorized Individual will explain to Research Participants the specific information the Institution and Authorized Individual will share with Meta as tied to a "Participant ID" (as defined in the User Guide), including, but not limited to:

4.1.4.1. Any Research Participant who withdraws from participating in the Research, as well as when the withdrawal was received; and

4.1.4.2. Any Research Participant (and if applicable, the Research Participant's parent or legal guardian) who consented for Meta to share Meta Data about that Research Participant with the Institution, as well as when such consent was received.

4.1.5. <u>Data Subject Rights</u>: Where required under Applicable Law, Institution and Authorized Individuals will provide information on how Research Participants can exercise their data subject rights.

4.1.6. <u>Retention</u>: Institution and Authorized Individuals will provide information on how long the Meta Data will be retained as part of the Research.

4.1.7. <u>Further information</u>: Institution and Authorized Individuals will provide access to a publicly available FAQ online about the Research in the applicable language based on the country(s) included for Research Participant recruitment. These FAQs should specifically provide information on:

        4.1.7.1. How the Research Participant (and if applicable, their parent or guardian) can withdraw their prior consent or agreement to participate in the Research; and

        4.1.7.2. Who Research Participants can contact if they have additional questions, including the process for making any data subject requests as required by Applicable Law.

   4.2. <u>Data Obligations</u>. Institution and Authorized Individual will comply with the following:

      4.2.1. process Meta Data and access Research Tool(s) (or any third party research tools) solely as is necessary for the Approved Purpose and in accordance with the Program Conditions;

      4.2.2. comply with the Meta Data privacy and security obligations and restrictions set forth herein, the Meta TOS, and any other applicable terms or policies;

      4.2.3. comply with Applicable Law when conducting Research via Research Tools including without limitation ensuring that any Personal Data is processed in compliance with all applicable Data Protection Requirements;

      4.2.4. promptly disclose to Meta (or any third party as directed by Meta) any conflicts of interest that currently exist or may arise with respect to the Research performed in connection with the Research Tools; and

      4.2.5. notify Meta in writing as soon as practicable if an Authorized Individual is no longer affiliated with Institution or there is no longer required access to the Research Tool(s).

   4.3. <u>Restrictions</u>. Authorized Individual and Institution will not:

      4.3.1. make any attempt to link Meta Data to an identifiable individual or process Meta Data for purposes of identifying an individual, except as necessary for the Approved Purpose;

      4.3.2. make any attempt to export or download Meta Data outside the Meta-approved environment in which the Meta Data is accessed, unless otherwise allowed by Meta;

      4.3.3. make any attempt to combine Meta Data with any other data or datasets, including other Meta Data provided for a Research purpose and any other data provided by Meta, unless as necessary for the Approved Purpose;

      4.3.4. make any attempt to incorporate the Meta Data (or any portion or derivative work thereof) in any unauthorized research, services, or products (whether or not intended for a commercial purpose);

      4.3.5. make any attempt to sell, rent, or commercially exploit any Meta Data (or any portion or derivative work thereof);

      4.3.6. use any Research Tools or Meta Data in connection with the development of a competing product or for benchmarking purposes;

      4.3.7. make any attempt to circumvent any privacy or security protections that have been applied to Meta Data, including, without limitation, attempts to de-anonymize, de-aggregate or re-identify Meta Data or otherwise extract Personal Information from Meta Data;

      4.3.8. violate or abuse any research, privacy, or security related policy at the Institution including but not limited to misuse of Institution-provided assets or equipment; or

      4.3.9. seek patent protection for any patentable inventions conceived or reduced to practice in connection with Research conducted in connection with the Agreement or assert any patents resulting from Research conducted in connection with the Agreement against Meta or its products or services.

   4.4. <u>Publication</u>. Institution and Authorized Individual shall comply with the publication requirements set forth in the RFP and User Guide.

5. Data Protection. Institution will ensure an appropriate level of security for the Meta Data and to protect the Meta Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Meta Data.

   5.1. Institution will store the Meta Data separately from any other data unless otherwise authorized by Meta or a Research Tool clean room provider, and Institution will ensure access to the Meta Data is limited only to Authorized Individual(s).

   5.2. Institution and Authorized Individuals will delete from applicable systems all Meta Data and all copies thereof and cease use of any Research Tools (i) when retaining the Meta Data is no longer necessary for the Approved Purpose for which such Meta Data was accessed in accordance with this Agreement (except to the extent retaining such Meta Data

is required by Applicable Law or regulation); (ii) upon expiration or termination of this Agreement; or (iii) otherwise at Meta's request.

5.3. Institution acknowledges that, when receiving Meta Data under this Agreement, it shall be an independent controller under applicable Data Protection Requirements, and as such, shall independently determine the purposes (within the Approved Purpose) and means of processing such Meta Data. This Agreement is not intended to create any joint-controllership obligations. Each Party will be responsible for its compliance with Data Protection Requirements.

5.4. If Institution is granted access to any: (a) Meta facility or location (each a "**Site**"); or (b) Meta's systems, networks, databases, computers, telecommunications or other information systems owned, controlled or operated by or on their respective behalf (collectively **"Systems"**), then such access is subject to Institution's compliance with all then-current Meta policies and terms of access (as provided to Institution on an as-needed basis). Any access to any Sites or Systems is strictly in furtherance of the purposes of this Agreement during the Term.

5.5. Institution shall, without undue delay (and in any event within two (2) days): (i) inform Meta of any investigation, inspection, audit, administrative sanction or fine by any authority or any claim, proceedings or complaint by a data subject which is relevant to the Personal Data or processing activities under this Agreement; (ii) notify Meta in writing of any request received from any authority (including a law enforcement agency or government agency) for disclosure of or access to Meta Data; and (iii) inform Meta if it cannot comply with this Agreement in which case Meta, at its discretion, may suspend any processing (in whole or in part) and/or terminate the Agreement (in whole or in part). In the event of Institution's failure to do so, Meta may terminate this agreement immediately upon notice in writing.

5.6. Data Protection Addendum. Institution agrees to comply, and shall ensure that Authorized Individual complies, with the DPA, which may be updated from time to time and is hereby incorporated to this Agreement. To the extent that Meta Data includes personal data, as defined by Regulation (EU) 2016/679 ("**GDPR**") or the UK Data Protection Act 2018, the European Region Terms in the DPA shall apply. For the purposes of the DPA, Institution is considered a 'Controller' or Third Party and the relevant processing and transfer details are set forth in Attachment 1 (Description of the Transfer).

6. Confidentiality

6.1. Sharing. The Parties may share Confidential Information under this Agreement either: (a) under the terms set forth in this Agreement; or (b) after entering into a separate agreement.

6.2. Disclosures. Meta Data, Research Tools, and the information contained therein, are considered Confidential Information for purposes of this Agreement. Institution will not: (1) use any Confidential Information except and only to the extent necessary to perform its obligations (within Approved Purpose) under this Agreement; or (2) disclose any Confidential Information of the Disclosing Party to any person or entity, except to the Receiving Party's and Disclosing Party's Parties who are involved in performing this Agreement, have a need to know, and have signed a non-disclosure agreement with terms no less restrictive than those herein. Institution will not permit any third party that is not an Authorized Individual to access the Meta Data (or any portion or derivative work thereof) or access to Research Tools without Meta's prior written consent.

6.3. Exclusions. Except for in relation to Meta Data, Section 6.2 (Disclosures) will not apply to any information that: (a) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (b) is rightfully obtained by the Receiving Party from a third party without restrictions on disclosure; (c) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or (d) to the extent required by law or court order so long as Receiving Party provides advance notice to the Disclosing Party as promptly as possible and, if applicable, cooperates with the Disclosing Party's efforts to obtain a protective order regarding such disclosure.

6.4. Return of Materials. Notwithstanding the obligations set forth in Section 5.2, upon the expiration or termination of this Agreement the Receiving Party will promptly destroy or (if requested) return the Disclosing Party's Confidential Information and all copies thereof, provided that the Receiving Party may retain a single archival copy of Confidential Information if required to do so under Applicable Law.

6.5. Feedback. Institution agrees that Meta may develop information internally or receive information from other parties that may be similar to Institution's Confidential Information. Nothing in this Agreement will prohibit Meta from developing (or having others develop) products, services or any other materials that compete with Institution's products or services. Notwithstanding anything to the contrary, if Institution provides any ideas, suggestions or recommendations to Meta regarding Meta's products, services or Meta's Confidential Information ("**Feedback**"), Meta

is free to retain, use and incorporate such Feedback in Meta's and/or its affiliates' products and/or services, without payment of royalties or other consideration to Institution.

7. **Indemnity.** Institution will defend, indemnify and hold harmless Meta, its affiliates and their respective officers, directors, employees, sublicensees, contractors, users and agents from any and all claims, losses, liabilities, damages, expenses, penalties, taxes, and costs (including attorneys' fees and court costs) arising out of or related to: (a) any actual or alleged breach of any representation, warranty or other provision of this Agreement; (b) any actual or alleged infringement of any intellectual property rights; (c) negligent, willful or reckless acts or omissions, dishonesty or fraud by Institution or your agents, employees or representatives; and (d) any personal injury, bodily injury, advertising injury, or property damage caused by the negligence, acts or omissions of Institution (each a "**Claim**"). Meta shall give prompt written notice of a Claim and Meta has the right (but no obligation) to participate in the defense of such Claim at its expense. In no event will the Institution or Authorized Individual settle any Claim without Meta's prior written consent, not to be unreasonably delayed.

8. **Liability.**

   (A) NO PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE TOTAL AMOUNTS PAID BY META TO INSTITUTION DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM, OR ONE MILLION DOLLARS ($1,000,000 USD).

   THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 8 SHALL NOT APPLY TO INSTITUTION'S OR AUTHORIZED INDIVIDUAL'S (1) INFRINGEMENT OF META'S INTELLECTUAL PROPERTY RIGHTS, (2) BREACH OF SECTIONS 4 (DATA USE), 5 (DATA PROTECTION), OR 6 (CONFIDENTIALITY), (3) INDEMNITY OBLIGATIONS UNDER SECTION 7, AND/OR (4) BREACH OF SECTION 11.2. (COMPLIANCE WITH LAWS). THE PARTIES AGREE THAT THE ABOVE PROVISIONS FAIRLY ALLOCATE THE PARTIES' RISKS AND ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN.

9. **Disclaimer of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY, META DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, AND TITLE AND NON-INFRINGEMENT. THE META DATA, RESEARCH TOOLS, AND META PROPERTIES MADE AVAILABLE BY OR ON BEHALF OF META ARE FURNISHED ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. META MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AS TO THE QUALITY, ACCURACY OR COMPLETENESS OF DATA OR INFORMATION. INSTITUTION AND AUTHORIZED INDIVIDUAL ACKNOWLEDGE THAT THE DATA MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, OR ERRORS. META DOES NOT WARRANT THAT THE DATA OR RESEARCH TOOL(S) WILL MEET YOUR NEEDS OR EXPECTATIONS, THAT THE USE OF THE DATA OR ANY RESEARCH TOOL WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES, DEFECTS, OR ERRORS CAN OR WILL BE CORRECTED.**

10. **Term and Termination.**
    10.1. <u>Term</u>. The term of this Agreement will begin on the Effective Date and continue for a period of two (2) years (the "**Initial Term**"), unless terminated earlier as per this Section 10 (<u>Term and Termination</u>). This Agreement will automatically renew thereafter for additional one (1) year periods (each, a "**Renewal Term**") after the Initial Term and any subsequent Renewal Term unless a Party provides the other Parties with written notice of its intent not to renew at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms are collectively referred to as the "**Term**."

    10.2. <u>Termination</u>. Meta may terminate or suspend this Agreement immediately upon written notice to Institution if (a) Institution and/or Authorized Individual fails to comply with Applicable Law; (b) Institution and/or Authorized Individual fails to comply with its obligations under Sections 4 (<u>Data Use</u>) and 5 (<u>Data Protection</u>) of this Agreement; or (c) Meta determines that Institution and/or an Authorized Individual's actions pose or could pose an imminent risk to the safety, security or stability of Meta Data or Meta Properties. In addition, a Party may terminate this Agreement if another Party: (a) fails to cure any breach of this Agreement within thirty (30) days of the non-breaching Party's written notice of such breach; (b) ceases to do business in the ordinary course; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party (and not dismissed within sixty (60) days).

    10.3. <u>Effect of Termination</u>. The following Sections will survive any expiration or terminate of the Agreement: Sections <u>1</u> (<u>Definitions</u>), <u>4</u> (<u>Data Use</u>), <u>5</u> (<u>Data Protection</u>), <u>6</u> (<u>Confidentiality</u>), <u>7</u> (<u>Indemnity</u>), <u>8</u> (<u>Liability</u>), <u>9</u> (<u>Disclaimer of</u>

<u>Warranties</u>), and any other Section which should by their nature are intended to survive termination or expiration of this Agreement.

11. **General**

11.1. **Governing Law.** This Agreement will be governed and construed under the laws of the State of California without regard to conflicts of law provisions. Any suit or proceeding arising out of or relating to this Agreement will be brought in the federal or state courts, as applicable, in San Mateo County, California, and each party irrevocably submits to the jurisdiction and venue of such courts.

11.2. **Compliance with Laws.** Authorized Individual and Institution's performance under this Agreement is and will be in compliance with all applicable international, federal, state, county, local laws, Executive Orders and government rules and regulations and all Meta policies, including, but not limited to, anti-corruption laws, and U.S. and non-U.S. export control and trade sanctions laws ("**Export Laws**"). Further, Authorized Individual and Institution will not, directly or indirectly, export, re-export, provide, or otherwise transfer any Meta Data, hardware, software or technology (including, without limitation, any Meta Properties) in violation of Export Laws.

11.3. **Publicity**. Authorized Individual and Institution agree that neither Party will use Meta's name, logo or trademarks or issue any public announcements or press releases, or confirm or comment on any information, public or otherwise, concerning Meta or its business as it relates to this Agreement.

11.4. **Waiver and Severability**. No provision of this Agreement will be waived by any act, omission or knowledge of a Party or its agents or employees except specifically in a writing signed by the waiving Party. If any provision is deemed by a court unenforceable or invalid, that provision will be stricken or modified, and the remainder of this Agreement will be in full force and effect.

WITH INTENT TO BE BOUND, Institution, Authorized Researcher, MPI and MPIL, by signature of their authorized representatives, have executed this Agreement as of the Effective Date.

Accepted and agreed to by:	Accepted and agreed to by:
[Insert Institution Name]	**Meta Platforms, Inc.**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
[Insert Authorized Individual Name]	**Meta Platforms Ireland Limited**
Signature: _____	Signature: _____
Title: _____	Name: _____
Date: _____	Title: _____
	Date: _____

ATTACHMENT 1
Description of the Transfer

[to be attached]

ATTACHMENT 2
Consent Addendum

[to be attached]

ATTACHMENT 3
Accepted Proposal

[to be attached]

ATTACHMENT 4
Data Request Form

[to be attached]