



## USDA Third Party Agreement

<b>Primary Collaborator:</b>		<b>Project Title:</b>	
<b>Address:</b>		<b>Start Date:</b>	
<b>Phone:</b>		<b>Termination Date:</b>	
<b>Other Collaborator:</b>		<b>USDA Contact:</b>	
<b>Licensed Materials:</b>			

### TERMS AND CONDITIONS

**Ownership.** All Licensed Materials of NielsenIQ (“Nielsen”) provided by the United States Department of Agriculture (“USDA”) and shared with its collaborator(s), including primary collaborator and research assistants and students, listed above (“Collaborator”) are owned by Nielsen. Licensed Materials include reports, data, analyses (“Information”); data dictionaries, reference tools, data methodologies, disaggregated data, data characteristics and attributes (“References”); software (“Software”) or other intellectual property (“Property”), collectively, the “Licensed Materials.”

**License.** Collaborator holds a limited, non-exclusive license to make use of the Licensed Materials solely for the specific purpose for which Collaborator has been retained by USDA. The scope of the specific purpose is described in the attached as Exhibit A. Collaborator may include excerpts of Information in its research results for the USDA and/or for disclosure in USDA publications, *but may not identify any retailer or manufacturer, or disclose any retailer-identifiable or manufacturer-identifiable information, or any market share data at the brand or item level in any market.* Before released to the public or disseminated to individuals beyond authorized users under this Agreement, Collaborator must submit to USDA draft copies of all papers, publications and/or products to be reviewed strictly for confidentiality purposes. In addition, USDA will review the draft papers, publications and/or products to ensure consistency with the scope of the purposes described in Exhibit A and that they conform to Nielsen’s licensing non-disclosure terms, as stated above. In all published writings by Collaborator, any portions of the Licensed Materials that are disclosed must show Nielsen’s copyright; be accurately labeled; and not be presented in a misleading manner. Collaborator agrees to make available to Nielsen the results of Collaborator’s published research. Subject to copyrights, Nielsen may use and disclose the published results in its business. Collaborator will use Nielsen’s Licensed Materials ONLY for specific purposes described in Exhibit A and on behalf of the USDA.

**Use Restrictions.** Unless expressly authorized by this Agreement, Collaborator may not: (i) use the Licensed Materials provided under this Agreement for any research or project outside of the scope that has been pre-specified and pre-approved, as set forth in Exhibit A; (ii) host or distribute the Licensed Materials through the Internet or any other medium; (iii) use the Licensed Materials to perform projects sponsored or initiated by other organizations, including, but not limited to, commercial entities, foundations, industry groups, government agencies, or non-profit organizations, or in the performance of work (including without limitation, litigation support) for any another person, firm, consortium, or institution, however legally organized; (iv) provide the Licensed Materials to any members of any joint venture or consortium to which Collaborator belongs; (v) distribute the Licensed Materials to any organization providing Collaborator with a grant or funding; (vi) decompile, reverse engineer, disassemble, sublicense, distribute, dispose of, modify, adapt, translate, or remove any proprietary or copyright legend from any Licensed Materials; (vii) disclose, distribute or provide the Licensed Materials to any person or entity other than the USDA or employees of Collaborator having a need to know for the purpose of conducting research for the USDA’s benefit; (viii) use the Licensed Materials for consulting purposes of any kind.

**Prohibition Against Non-Specified Use.** Any use or disclosure, other than as specified in this license, is prohibited without Nielsen’s prior written consent.

**Confidentiality.** Collaborator shall maintain the security and confidentiality of the Licensed Materials, as well as any information Collaborator may learn about the terms of the relationship and/or contracts between Nielsen and the USDA, as it would its own highly confidential information. Collaborator shall (i) inform each of its employees and agents having access to the Licensed Materials of the restrictions contained in this Agreement; (ii) be responsible for breaches of any such restrictions or agreements by its employees and/or agents; and (iii) promptly notify Nielsen of all facts within its knowledge relating to any unauthorized use, copying, disclosure, possession of or access to all or any portion of the Information and References and will assist in preventing a recurrence.

**Charges.** USDA is responsible for only those charges associated with its license grant, pursuant to a separate agreement with Nielsen. No additional charges will apply pursuant to this Agreement; provided that Nielsen may suspend this license in the event of nonpayment by USDA under its agreement with Nielsen.

**Breach.** Nielsen would lack an adequate remedy at law and would suffer irreparable injury if this Agreement is violated. In case of violation or imminent violation of this Agreement by Collaborator or any of their employees or agents, Nielsen shall be entitled to injunctive relief without having to prove irreparable injury, lack of an adequate remedy at law posting bond or waiving any other rights or remedies. Collaborator will reimburse Nielsen for all expenses (including but not limited to attorneys' fees and expenses of investigation) incurred by Nielsen in enforcing its rights if Collaborator is shown to have breached this Agreement. Nielsen may also terminate this Agreement immediately upon notice to Collaborator in the event of breach.

**Indemnification.** Because Nielsen products and services are intended for internal use by Collaborator, Collaborator agrees to indemnify and hold harmless Nielsen, its officers and directors against all claims, damages, loss or expenses arising from Collaborator's disclosure of Information or from Collaborator's use of the Licensed Materials other than in strict compliance with the terms and conditions of this Agreement.

**Accuracy.** Information consists primarily of estimates, representing Nielsen's opinion, based on projections using statistical procedures Nielsen deems appropriate. It is subject to inherent coverage, error rate and other statistical factors. Sources of information are not always under Nielsen's control.

**Limitation of Liability.** Because this license is granted by Nielsen as an accommodation to USDA, Collaborator agrees that Nielsen will not be liable, whether in contract, tort (including negligence) or otherwise, for any loss, expense, injury or damage of any kind including, without limitation, any actual, direct, indirect, special, incidental or consequential damages, whether suffered by Collaborator, or any other person or entity, even if Nielsen is advised or has knowledge of the possibility thereof, resulting, directly or indirectly, from Nielsen's failure to furnish any Licensed Materials; any errors, inaccuracies or omissions in the Licensed Materials; or the use of the Licensed Materials by Collaborator or others. Collaborator agrees that Collaborator's sole and exclusive remedy will be the correction of erroneous Information and References where feasible if timely brought to Nielsen's attention. These are Collaborator's exclusive remedies.

**Termination.** The license granted to Collaborator under this Agreement remains in effect for three (3) years from the date of approval by Nielsen and extensions *may* be granted at the sole discretion of USDA, subject to termination in the event of any of the following (a) USDA has terminated its agreement with Collaborator; or (b) the research project performed by Collaborator for USDA has ended. Extension requests must be received by USDA at least sixty days (60) prior to the expiration of this Agreement. Nielsen may terminate this Agreement at any time upon written notice to Collaborator. Upon termination, Collaborator shall return, destroy or purge all copies of the Licensed Materials and provide written certification of destruction and purging. Nielsen shall have the right, at its sole expense, to audit compliance with the terms and conditions of this Agreement, upon reasonable notice, during business hours, and in a manner that is not disruptive to Collaborator's business.

**General Provisions.** This Agreement and the parties' respective rights and duties shall be interpreted and governed in accordance with the laws of the State of Illinois.

<b>AGREED TO ON BEHALF OF PRIMARY COLLABORATOR</b>	<b>BY:</b>	<b>DATE:</b>	
<b>AGREED TO ON BEHALF OF ADDITIONAL COLLABORATOR</b>	<b>BY:</b>	<b>DATE:</b>	
<b>AGREED TO ON BEHALF OF ADDITIONAL COLLABORATOR</b>	<b>BY:</b>	<b>DATE:</b>	

<b>AGREED TO ON BEHALF OF NIELSEN CONSUMER LLC</b>	<b>BY:</b>	<b>DATE:</b>	
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**Nielsen Consumer LLC  
200 West Jackson Blvd, Chicago, IL 60606**

**I. Project Working Title**

**II. Outside Primary Investigator**

*Please list all non-USDA individuals who will be involved in the research, including students and research assistants, along with their contact information.*

**III. ERS Primary Investigator**

*List ERS contact or investigator(s), including contact information, branch, and division.*

**IV. Expected Output**

*Please be as specific as you can; include conference presentations, journal articles, web postings, ERS publications and any other release of the findings. Please include this standard language in this section:*

Under no circumstances will any identifiable data be released from this project. Anything published from this work will be an aggregated estimate, based on regressions or cross-tabulated means. All manuscripts and talks will be cleared through ERS before submission or presentation.

**V. Summary**

*Short, 3-5 sentence (maximum) description of the project. It should be a concise statement which can stand alone. Include the years of Nielsen data you intend to use.*

**Background and Rationale**

*Provide a detailed description, including the issue to be addressed and potential findings.*

**Objectives and Key Questions**

*List the questions, objectives, or hypotheses.*

**Value of Research to ERS/USDA**

*Include ERS research objectives and policy implications.*

**Data Requirements**

*Include years of data and details on which variables you intend to use.*

**Analytical Methods**

*Describe the intended model, potential econometric issues, and other analytical methods.*