



AMERICAN ECONOMIC ASSOCIATION DATA AND CODE ARCHIVE AGREEMENT

Licensor Name (printed): _____

Manuscript Title: _____

WHEREAS, the above-named Licensor has submitted the above-referenced manuscript (“Manuscript”) to the American Economic Association (“Association”) for consideration for publication; and

WHEREAS, in order to consider the Manuscript for publication, Association requires Licensor to deliver certain data, software, and any related software documentation that accompany the Manuscript (“Archive”) to a third-party repository (“Repository”) in accordance with Association’s Data and Code Availability Policy and to make the Archive available to Association for review and replication of Licensor’s findings;

NOW THEREFORE, in consideration of the opportunity for publication of the Manuscript with Association, Licensor and Association agree as follows:

1. Licensor hereby grants to Association a non-exclusive, perpetual, irrevocable, and royalty-free license to reproduce and use the software that is part of the Archive (the “Software”) in order to replicate Licensor’s findings and otherwise in order to exercise Association’s rights under this Agreement and any agreement between the parties to publish the Manuscript (a “Publication Agreement”). Licensor represents and warrants that Licensor has the right to grant this license and that Licensor has obtained any necessary licenses which include the right of sublicense from any third parties who own any part of the Software in order to grant this license. Licensor further represents and warrants that Licensor has complied and will comply with all relevant laws and regulations (“Laws”) with respect to the Archive, including but not limited to any Laws relating to the use and disclosure of personal, sensitive, or proprietary data (collectively, “Data”). Licensor represents and warrants that Licensor has obtained all necessary consents and licenses from any third parties to include the Data in the Archive and to make such Data accessible through the Repository as set forth herein.
2. Licensor shall reimburse Association for any damages, losses, fines, or other costs incurred, including attorney’s fees, as a result of a claim by a third party arising from or relating to a breach by Licensor of any of the representations or warranties provided herein (“Claim”) that results in any judgment against Association. Association shall notify Licensor of any such Claim and shall provide Licensor with the opportunity to participate in the defense of such Claim, at Licensor’s expense.
3. Licensor agrees to allow the Archive to be shared from the Repository with Association within a reasonable time after delivery to the Repository. Association has no obligation to publish the Manuscript, but in any case will not publish the Manuscript until it has had the opportunity to review and test the Archive as delivered to the Repository. If the Data is subject to any access restriction that prevents Licensor from depositing the files in a Repository, Licensor shall provide detailed information on how, where, and under what conditions an independent researcher can access the Data. All Software shall still be provided. Association shall provide notice to Licensor or Licensor’s designee when the Archive has been approved, or not been approved. If the Archive has not been approved, Association will provide information as to the reasons for the non-approval and provide Licensor with a reasonable opportunity to make corrections.



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4. If Association chooses to publish the Manuscript, then upon publication of the Manuscript, Licensor shall ensure that the Archive shall be made available and will continue to be made available to users in the public (“Users”) via an open license or licenses (“Open License”) sufficient to allow the User to replicate the research findings, and that Licensor shall not attempt to terminate the Open License as to any User without express permission from Association. Association prefers the latest version of the Creative Commons Attribution CC-BY for the licensing of Data, and in any case an Open License that does not impose restrictions other than attribution. Association prefers the Modified BSD license for the licensing of Software.

5. **Governing Law.** This Agreement is governed by the laws of the State of Tennessee, and by any federal laws which may apply, including but not limited to copyright law. Any dispute between the parties which cannot be resolved by informal means shall be subject to the exclusive jurisdiction of the the court of competent authority.

6. **Entire Agreement.** This Agreement supersedes all other prior discussions and agreements between the parties, written and oral, and constitutes a complete and exclusive statement of the terms of the agreement between the parties and no changes, amendments, or revisions to these terms shall be binding unless expressly confirmed in writing by an authorized representative of each party.



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Licensors

Licensors-Owned Manuscripts

Licensor Signature: _____

Date: _____

----- OR -----

Work-for-Hire Manuscripts

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Association

Signature: _____

Name (printed): _____

Title: _____

Date: _____