



AMERICAN ECONOMIC ASSOCIATION DATA AND CODE ARCHIVE AGREEMENT

Author Name (printed): _____

Manuscript Title: _____

WHEREAS, the above-named Author 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 Author 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 Author’s findings;

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

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2. Author 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 Author of any of the representations or warranties provided herein (“Claim”) that results in any judgment against Association. Association shall notify Author of any such Claim and shall provide Author with the opportunity to participate in the defense of such Claim, at Author’s expense.
3. Author 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 Author from depositing the files in a Repository, Author 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 Author or Author’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 Author with a reasonable opportunity to make corrections.



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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.

Assignor

Author Signature: _____

Date: _____

Association

Signature: _____

Name (printed): _____

Title: _____

Date: _____