

**CONTRACT FOR LIMITED ACCESS TO
INTERNATIONAL MONITORING SYSTEM DATA AND
INTERNATIONAL DATA CENTER PRODUCTS OF THE
PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION
FOR SCIENTIFIC PROJECT PURPOSES**

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization, hereinafter “Commission”;

And the

<Legal name of the individual or organization> hereinafter “Contractor”;

Hereinafter the “Parties”;

Whereas the Commission, in terms of technology refreshment, is pursuing a process of Science and Technology engagement with the scientific community through structured partnerships; and

Whereas the Contractor has declared that limited access to International Monitoring System (IMS) data and International Data Center (IDC) products is needed for a scientific project in that process;

Have agreed as follows:

1. **Purpose.** The purpose of this Contract is to establish the terms and conditions for providing limited access to IMS data and IDC products by the Commission to the Contractor on a cost-free basis for the purpose of undertaking a scientific project by the Contractor .

2. **Definitions.**

2.1 “IMS data” means the raw data from the IMS networks. Specifically, the digitized outputs of the IMS facilities as transmitted over the communications links between the IMS facilities and the IDC.

2.2 “IDC products” means a set of specific products and their subsets that have been derived from processing IMS data at the IDC. For the purposes of this contract “IDC products” does not include IDC bulletins that incorporate event screening criteria.

2.3 “Event screening criteria” means the individual criteria that are applied to event characterization parameters to screen events.

2.4 “Results” means all information, know-how, results, documents, inventions, software and other intellectual property identified or first reduced to practice or writing in the course of the Scientific Project.

3. **Description of the Scientific Project.** The title of the Contractor’s scientific project is <Title> (Scientific Project) and its scope is described in Annex 3 to this Contract. The Contractor shall obtain the prior written permission of the Commission before altering the scope of the Scientific Project.

4. **Terms of access.** The limited access to IMS data and IDC products shall be given under this Contract strictly within the terms of the policy for access by contractors and scientific organizations established by the Commission in 2001 and reproduced in Annex 1 to this Contract. In signing this Contract, the Contractor acknowledges that it has studied Annex 1 and agrees to strictly abide by its terms. The data is provided “as is” and the Commission does not assume any responsibility for the quality, quantity, suitability, reliability or timeliness. The IMS data and IDC products are provided on a no exchange of funds basis. Its provision is subject to the availability of resources at the Commission.

5. **Access by authorized persons.** The Contractor designates <X> as the Principal Investigator (PI) for the Scientific Project. The Contractor designates <Y, Z> as the two persons, in addition to the PI, who are authorized to request IMS data and IDC products from the Commission for the purpose of this Contract. Technical assistance by the Provisional Technical Secretariat (PTS) of the Commission for accessing IMS data and IDC products will only be given to those three persons (the Authorized Persons). Any changes in the designation of the authorized persons, which at no time shall number more than three concurrently, shall be notified in writing by the Contractor to the Commission. The Contractor undertakes to provide a copy of this Contract and its Annexes to the Authorized Persons and shall take the necessary steps to ensure that the obligations are met by them. The Commission reserves the unilateral right to refuse or withdraw access to an Authorized Person at any time and its decision shall be final.

6. **Means of access.** Access to the requested data will be provided to the Authorized Persons via the Commission’s vDEC platform or manually.

7. **Confidentiality**

7.1 The Contractor shall access only those IMS data and IDC products necessary for the Scientific Project and shall use them (or information contained therein) only for the Scientific Project. The Contractor shall not redistribute these data or products to third parties. The restrictions stated in this Contract do not exclude the presentation of data or products (or information derived therefrom) for peer review at scientific meetings or in scientific journals and other scientific publications. The Parties agree that the inclusion of IMS data and IDC products in scientific journals and other scientific publications shall be limited to those required to reflect the scientific achievements.

7.2 The Confidentiality Agreement contained in Annex 2 to this Contract shall be concluded with the Commission by each Authorized Person designated under Section 5 above prior to receiving access to IMS data and IDC products from the Commission and each duly signed Confidentiality Agreement shall constitute an Annex to this Contract.

8. Presentation of results

In order to further the process of engagement with the scientific community, the contractor shall present the results of the investigations using one of the following venues: (1) a scientific conference organized by the PTS; (2) a workshop or technical meeting organized by the PTS or in coordination with the PTS; or (3) on the vDEC wiki webpage, in a space dedicated for this purpose and accessible by the vDEC users.

9. Intellectual property and publicity.

9.1 The Contractor retains full intellectual property (including copyright) in any information, technique, know-how, software, data, or material provided to the Commission (whether before or after the date of this Contract) under the Scientific Project. The Contractor shall not claim for itself intellectual property rights of any kind in respect of the IMS data or IDC products provided (or information contained therein).

9.2 Notwithstanding the provisions of subsection 9.1 above, the Contractor grants the Commission the right to publicize and use for own purposes, free of charge, the Results deriving from the Scientific Project, whatever their form, provided it does not thereby breach existing intellectual property rights. However, the parties agree, that the Contractor shall retain the right of first publication of the Results. In any case, the (co-)author's right to be named as (co-)author remains unaffected.

9.3 The Commission acknowledges the fundamental task of the Contractor and its staff to publish research results in a timely manner. However, in order to prevent any accidental breach of the Contractor's or the Authorized Persons' confidentiality obligations (according to Clause 7), the Contractor shall provide the PTS with a copy of any related publication or presentation in advance, for review. If the PTS does not raise any objections within ten (10) working days after the receipt by the PTS of the advance copy, the publication or presentation shall be considered as approved. While considering the request for publication or presentation, the PTS shall verify that the publication or presentation is limited to the reflection of scientific achievements only. The Commission shall be acknowledged in the publication or presentation for providing the limited access to the data which enabled the Scientific Project to be undertaken. A disclaimer, stating that the Commission is not responsible for the views of the author, shall be included in the publication or presentation.

9.4 Except as provided under Section 9.3 above, the Contractor shall not advertise or otherwise make public the fact that it is providing or has provided services for the Commission. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.

9.5 Software license.

The Commission hereby grants the Contractor a non-exclusive, non-transferable, irrevocable license to use the Software for the duration of the Contract and for the purpose of conducting the Scientific Project under this Contract. The use of the source code is only for the duration of the Contract and for the Scientific Project to be carried out under the Contract. All title, ownership rights and intellectual property rights in and to the Software shall remain with the Commission. The Contractor acquires no title, right or interest in the Software, other than the license(s) specifically granted herein by the Commission.

10. Legal status

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor nor its personnel shall be considered to be an employee or an agent of the Commission.

11. Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of the Commission.

12. Official not to benefit/Contingent fees

The Contractor warrants that:

12.1 No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;

12.2 No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.

13. No Warranties/Indemnification

13.1 Although the Contractor will use reasonable endeavors to carry out the Scientific Project in accordance with Annex 3, the Contractor does not undertake that any research will lead to any particular result, nor does it guarantee a successful outcome to the Scientific Project. The Contractor accepts no liability or responsibility for any use which may be made by the Commission of the Results, nor for any reliance which may be placed by the Commission on any Results, nor for advice or information given in connection with any Results.

13.2 The Contractor declares that it does not know of any intellectual property rights of third parties which might be infringed in the execution of this Contract. Should, contrary to the Contractor's expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims.

13.3 The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for infringement of intellectual property rights of third parties due to the execution of this Contract, and, without prejudice to the immunity enjoyed by the Commission as an international organisation from every form of legal process, including enforcement and execution, the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not, without the Contractor's consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor's position.

13.4 The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

14. Contractor's claims and remedies

In no event shall the Contractor make any claim against the Commission for or be entitled to compensation resulting from the provision of IMS data or IDC products under this Contract, or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay or inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the project, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

15. Amicable settlement

The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof. The Parties will exercise best efforts to resolve any such dispute, controversy or claim in order to achieve implementation of the arrangements.

16. Privileges and immunities

Nothing in or relating to the Contract shall be deemed a waiver of any of the privileges and immunities of the Commission and its employees.

17. Termination. The Commission may terminate this Contract with immediate effect by giving written notice of such termination to the Contractor, and/or seek any other remedy that may be necessary, where the Contractor or its authorized persons have: (a) failed to comply with any term or condition of this Contract; or (b) behaved in a manner that is prejudicial to the interests of the Commission. In any other case, the Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of such termination to the Contractor.

18. Effectiveness.

18.1 Any communication in connection with this Contract will be deemed to be given as follows:

- (a) if delivered in person, at the time of delivery;
- (b) if by registered mail or courier, when received;
- (c) if by fax, when received in legible form;
- (d) if by electronic communication, when retrievable in document form.

18.2 A communication given under subsection 18.1 above that is received or becomes retrievable on a non-working day or after business hours will only be deemed to be given on the next working day.

19. **Focal points.** The focal points for the implementation of this Contract are the following:

For the Commission:

Chief IDC/SA
CTBTO Preparatory Commission
Vienna International Centre
PO Box 1200 1400 Vienna, Austria

For the Contractor:

<Name and Contact Details>

20. **Annexes.** The following documents are annexed to this Contract and form an integral part of it. In the event of any conflict between the body of the Contract and any of the Annexes hereto, the terms and conditions of the body of the Contract shall take precedence. In the event of a conflict between the provisions of the Annexes, the order of precedence shall be:

Annex 1: Procedures for Access to IMS Data and IDC Products by Contractors

Annex 2: Confidentiality Agreement(s), duly signed

Annex 3: Title and Description of the Scientific Project

21. **Amendment.** No modification of or change to this Contract shall be valid unless agreed upon in writing and signed by the duly authorized respective representatives of the Parties.

22. **Duration.** This Contract shall enter into force on the date of the last signature by the respective representatives of the Parties and shall terminate two years after this signature, unless further studies are specifically requested by the Commission in a written amendment. The confidentiality and publicity restrictions stated in this Contract do not cease upon completion or termination of this Contract.

Done in two originals in the English language.

Signed in Vienna on <date>:

Signed in <place> on <date>:

For the Preparatory Commission
Lassina Zerbo
Executive Secretary

For the Contractor
<Title>
<Legal name of the individual or
organization>

ANNEX 1

Extract from the Report of the Fourteenth Session of the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBT/PC-14/1/Annex II/Appendix IV, dated 30 April 2001):

PROCEDURES FOR ACCESS TO IMS DATA AND IDC PRODUCTS BY CONTRACTORS

INTRODUCTION

1. Document CTBT/PC-13/1/Annex II states that

“WGB recognizes that, for purposes of the development of the IMS and IDC, the PTS is interested in interaction with the international scientific community. Therefore, in order to develop and optimize the IMS and the IDC, the PTS could request the contributions of organizations for scientific purposes. Such organizations might need to have access to IMS data and IDC products for the purpose of the contracted scientific studies. IDC products for specific verification cases are not involved.”

POLICY FOR ACCESS BY CONTRACTORS

2. CTBT/PC-13/1/Annex II defines the policy for provision of access to IMS data and IDC products to organizations contracted by the PTS to do work for the PTS as follows:
 - “Each contractor will access only those IMS data and IDC products necessary for fulfilling its task.
 - The IMS data and IDC products will be used only for research associated with the development of the IMS and IDC or for the purposes stated in the contracts.
 - Access provided to an organization for the purposes of fulfilling a contract will terminate when the contract is completed.
 - The restrictions placed on all users will not exclude the presentation of data or products (or information derived therefrom) for peer review at scientific meetings or in scientific journals and other scientific publications. The inclusion of IMS data and IDC products in scientific journals and other scientific publications will be limited to those required to reflect the scientific achievements.
 - The contractor should not redistribute these data to third parties.”
3. IDC bulletins that incorporate event screening criteria shall not be included.

PROCEDURES

4. Procedures to be followed at the PTS to ensure implementation of this policy are as follows.

Contractual Issues for Access by Contractors

5. A scientific organization that submits a proposal to the PTS should state the need to have access to IMS data and IDC products and for what purpose(s). If the proposal is accepted by

the PTS, a section defining the terms for access to data and products will be included in the contract.

6. If, during contracted scientific work, a need for access arises that was not foreseen when the contract was signed, the PTS can propose to the contracted scientific organization an amendment to the contract giving the contractor additional access to IMS data and IDC products to the extent needed.

Access by Contractors

7. The IDC is the focal point within the PTS for distribution of IMS data and IDC products.
8. The IDC will give a scientific organization access to the IMS data and IDC products as stipulated in the contract or its amendments.
9. The access will be in accordance with the policy defined in paragraph 2.
10. The IDC may, if appropriate, give the contractor automatic access to IMS data and/or IDC products through the AutoDRM system. Access will be monitored to ensure that only those data and/or products that are agreed to be necessary for the particular contract work are accessed by the contractor.
11. If access through the AutoDRM system is not given to a contractor, access will instead be handled manually by the IDC to ensure that access is only given to the data and/or products as stipulated in the contract.
12. Only requests from the persons authorized in the contract to request IMS data and IDC products will be considered. The number of such persons will be limited to three per contract.
13. Technical assistance with accessing the data and products will only be given to the persons referred to in paragraph 12.
14. The Fusion, Review and Services Unit of the IDC Division will support access by contractors.
15. The IDC will terminate the access when the contract is completed or terminated.

Publications or Presentations

16. The contractor will provide the PTS with a copy of any publication or presentation in advance. If the PTS does not raise any objections within five working days after the receipt by the PTS of the advance copy, the publication or presentation shall be considered as approved. While considering the request for publication or presentation, the PTS will verify that the publication or presentation is limited to the reflection of scientific achievements only. A disclaimer, stating that the PTS is not responsible for the views of the author, should be included in the publication or presentation.

Implementation

17. The PTS will ensure that these policies and procedures are reflected in the terms of any contract where access to IMS data and IDC products is involved, in accordance with standard PTS contracting procedures.

ANNEX 2

[To be concluded by the Parties and each person authorized under Section 3 of the Contract]

CONFIDENTIALITY AGREEMENT

I, the undersigned, , designated as an Authorized Person under Section 5 of the Contract for Limited Access to International Monitoring System (IMS) Data and International Data Center (IDC) Products of the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (Commission) for Scientific Project Purposes (the Contract), and in that capacity authorized to request and receive limited access to IMS data, IDC products and technical assistance (the Information) from the Commission, undertake to abide by the following terms and conditions:

1. The Information shall be given to me strictly within the terms of the policy for access by contractors and scientific organizations established by the Commission in 2001 and reproduced in Annex 1 to the Contract. In signing this Confidentiality Agreement, I acknowledge that I have studied the Contract and its Annex 1 and agree to strictly abide by its terms.
2. I will receive and use the Information exclusively in conjunction with the performance of my work under the Contract. The Information could be received in writing, orally or otherwise.
3. I will not provide or disclose or permit the provision or disclosure to any legal or natural person, either directly or indirectly, of the Information and of any other information/documentation related to the activities of the Commission which I may acquire in the performance of my work under the Contract, unless with the prior written consent of the Commission. The restrictions stated in this Confidentiality Agreement do not exclude the presentation of data or products (or information derived therefrom) for peer review at scientific meetings or in scientific journals and other scientific publications. It is agreed that the inclusion of IMS data and IDC products in scientific journals and other scientific publications shall be limited to those required to reflect the scientific achievements.
4. I agree, at the Commission's request, to return to it all documentation received, upon conclusion of my work under the Contract for any reason.
5. The termination of the Contract or the cessation of my designation as an Authorized Person under the Contract shall not affect my obligations under this Confidentiality Agreement towards the Commission.

Signed in three copies in the English language, one copy to be retained by each of the signatories.

Signature by the Authorised Person:

Signature:

Date and place signed:

Name:

Title:

Address:

Nationality:

Confirmed by the Contractor:

Signature:

Date and place signed:

Name:

Title:

**Confirmed by the Preparatory Commission for the
Comprehensive Nuclear-Test-Ban Treaty Organization:**

Signature:

Date and place signed:

Name: Lassina Zerbo

Title: Executive Secretary

Annex 3

Title and Description of the Scientific Project

(Purely fictional example)

vDEC provides a platform for the development, testing and evaluation of algorithms and datasets in support of the verification mission of CTBTO. A Hilbert transform-based method has been implemented at our institute to process seismic data and extract the features most important to identify deep events. We believe this method, implemented in the SPECFILT software, will be of potential use to identify deep events and help in screening these from shallower events in the Reviewed Events Bulletin.

It is proposed to:

- (1) Install the current version our software SPECFILT on the vDEC machine.
- (2) Adapt SPECFILT such that it uses the vDEC IDC archive database and waveform data as input.
- (3) Select a 20-day time period in the Late Event Bulletin which contains a sizeable number of deep events.
- (4) Process the 20 days of primary seismic data filtered through SPECFILT.
- (5) Compare the results of the 20 days of processing to the existing deep events screening method.
- (6) Write a report comparing the results of SPECFILT to the existing method of screening deep events and elaborate recommendations based on the results.
- (7) If any scientific results are obtained as collateral of the investigation, publish a paper explaining those results in a peer-reviewed paper.