

CareerBuilder

Academic Research Collaboration Program Agreement

This Agreement is effective as of [_____], 2017 (the “*Effective Date*”), between Career Builder, LLC, a Delaware limited liability company with a principal place of business at 200 North LaSalle Street, Suite 1100, Chicago, IL 60601 (“*CareerBuilder*”), and [_____], an individual with the address set forth below (“*You*”). You and CareerBuilder may hereinafter be referred to individually as a “*Party*,” and/or collectively as the “*Parties*.”

WHEREAS, CareerBuilder has agreed to provide You access to certain Data, as defined below, in connection with CareerBuilder’s Academic Research Collaboration Program and to be used in Your proposed project described in Schedule A (as such project may be modified from time to time) (the “*Research Project*”);

WHEREAS, CareerBuilder may provide You with ideas, data, code, opportunities to discuss the Project with CareerBuilder employees, and other CareerBuilder resources including one or more site visits, based on the understanding that You will adhere to the terms of this Agreement;

WHEREAS, CareerBuilder may provide You with a research funding award in connection with Your Project as set forth in Schedule A (“*Funding Award*”); and

WHEREAS, Your participation in the Project is voluntary and, other than any Funding Award set forth in Schedule A, CareerBuilder has no obligation to fund or support the Research Project.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms and conditions:

- 1. PURPOSE.** CareerBuilder will provide to You certain Data, as defined in Section 3 hereof, for the purpose of: (i) enabling You to use (but not to reveal) the Data in the Research Project, teaching and non-profit research and related scholarly activities, (ii) using the research results in further research, (iii) subject to Section 5, to publish, reproduce or use the research results and other products of the research in works such as (without limitation) academic journals, books, online publications, unpublished working papers, and reports, materials and information included in presentations for academic seminars and conferences (collectively, the “*Purpose*”). The Data are provided at no cost for use by You only for the Purpose. You shall not use the Data except as authorized under this Agreement.
- 2. TERM.** The term of this Agreement commences on the Effective Date, and will continue for the term set forth in Schedule A unless terminated earlier in accordance with Section 10 (the “*Term*”). If there is no term set forth in Schedule A, or if Schedule A is not initialed by both parties, this Agreement is null and void, and any use of the Data Data is prohibited.
- 3. LICENSE TO USE DATA.**

- 3.1 Data.** “*Data*” means job posting, job market data, and/or resume data, along with any other data, information, and materials provided to You by CareerBuilder through CareerBuilder’s databases or through such other data files as CareerBuilder may deliver to You in connection with this Agreement and as set forth in Schedule A.
- 3.2 License Grant.** Subject to the terms and conditions of this Agreement, CareerBuilder hereby grants to You a non-exclusive, worldwide, royalty-free, revocable right and license, during the Term, to use, reproduce, prepare derivative works of, distribute, perform, and display the Data only for the Purpose. Without CareerBuilder’s approval (to be granted in its sole discretion), You will not, other than as described in this Agreement, (i) use the Data, (ii) disclose, sell, assign, lease or otherwise provide the Data to third parties, (iii) monitor, analyze, individualize, anonymize, aggregate, store, or copy the Data, or (iv) commercially exploit the Data in any form (including any individualized, anonymized, or aggregated form) by or on behalf of You or Your agents. You may use the Data in raw and/or aggregated form. You may combine the Data with other data sets. You will use the Data in compliance with all applicable laws and regulations.
- 3.3 No Implied Licenses to the Data.** You acknowledge and agree that, as between the Parties and notwithstanding anything to the contrary in this Agreement, CareerBuilder owns all right, title and interest, including all intellectual property rights, in and to, the Data, and that You will acquire no right, title or interest in or to the Data, by implication, estoppel or otherwise, other than the license rights expressly granted herein or as otherwise expressly provided herein.
- 3.4 Provision of Data by CareerBuilder.** CareerBuilder will transmit the Data to You promptly after the Effective Date.
- 3.5 Return or Destruction of Data.** Upon the expiration or termination of this Agreement, or upon CareerBuilder’s written instruction, You will promptly, but not less than thirty (30) days from the date of notification: (i) provide to CareerBuilder, in the then-existing format (or other format reasonably requested by CareerBuilder) and on the media requested by CareerBuilder, all or any part of Data in Your possession or control; and (ii) erase, encrypt or destroy in accordance with the Data Cleansing Procedures all or any part of such Data, in each case to the extent so requested by CareerBuilder, and provide written certification to CareerBuilder that such destruction is complete. Any Data that has been published in accordance with Section 5 shall be exempt from this requirement. “*Data Cleansing Procedures*” are, with respect to electronic Data (including without limitation Data stored on magnetic and/or optical devices or media), the procedures that ensure the complete, permanent and irreversible destruction of such Data stored electronically through either of the following methods: (a) the complete, permanent and irreversible physical destruction of the media on which the Data is stored, including any printouts, with a cross-cut shredder so that such media cannot be reconstructed; (b) electronic “wiping” of the Data which includes, among other things, a complete,

three-pass wiping and overwriting system; or (c) the secure encryption of the Data, if required to be maintained for archival purposes.

4. OWNERSHIP AND LICENSE OF DEVELOPED TECHNOLOGY.

4.1 Developed Technology. “*Developed Technology*” means any invention, conception, process, materials, software, composition, device, apparatus, discovery, improvement thereon or derivatives thereof, whether or not patented or patentable or otherwise protectable by intellectual property rights, made, conceived, designed, developed, written, or reduced to practice by You during Your performance of the Research Project under this Agreement.

4.2 Ownership of Developed Technology; No Implied Licenses to the Developed Technology. As between the Parties and notwithstanding anything to the contrary in this Agreement, subject to the license granted to You in Section 4.3, CareerBuilder shall automatically own by operation of law, or to the extent that the Developed Technology does not automatically vest in CareerBuilder by operation of law, You hereby assign to CareerBuilder, all right, title and interest in and to, including all intellectual property rights pertaining to, the Developed Technology, and You will acquire no right, title or interest in the Developed Technology, by implication, estoppel or otherwise, other than the license rights expressly granted in Section 4.3. You agree to cooperate in perfecting CareerBuilder’s title to the Developed Technology by providing document signatures where reasonably necessary, and to otherwise assist as may be necessary to establish CareerBuilder’s rights, with Your reasonable costs associated therewith, if any, to be covered by CareerBuilder.

4.3 License to Developed Technology. CareerBuilder hereby grants to You a non-exclusive, non-transferable, royalty-free, worldwide right and license, during the Term, under CareerBuilder’s rights to the Developed Technology to reproduce, prepare derivative works of, distribute, perform, display, and to use and make such Developed Technology solely to conduct the Research Project and related research and scholarly activities. You may not use the Developed Technology for any commercial purposes.

5. PUBLICATION OF RESULTS. Subject to the below provisions, You shall be free to publish, present or otherwise disclose the research results or other information and material resulting from the Research Project for academic reasons. You shall submit to CareerBuilder a copy of any proposed publication or presentation at least thirty (30) days in advance of the proposed publication date in order for CareerBuilder to review and comment on the proposed publication or presentation to determine whether it contains any Confidential Information (as defined in Section 6.1 below). Your submission shall be to the address for Notice purposes identified in Section 11.1, and shall identify: (i) that the disclosure is pursuant to this Agreement, (ii) the proposed publication forum, and (iii) the proposed publication date. If, within the thirty (30) day review period, CareerBuilder requests deletion of Confidential Information from the proposed publication or

presentation, the Parties will cooperate to ensure Confidential Information is not disclosed. To the extent possible, CareerBuilder will be recognized as a collaborator to any publication, and will have the opportunity to be recognized as co-author. As used in this Agreement, the term “publish” shall be construed broadly to include any public disclosure to any persons or entities not bound by this Agreement.

6. CONFIDENTIAL INFORMATION.

6.1 Confidential Information. “*Confidential Information*” means all confidential or proprietary information provided by or on behalf of CareerBuilder to You in connection with this Agreement, whether disclosed orally or in writing and whether or not marked as being confidential, including the terms of this Agreement, the Data and any associated software or other content and materials, CareerBuilder’s trade secrets, business plans, strategies, methods and/or practices, information about CareerBuilder’s personnel, products, customers, marketing strategies, pricing, services, CareerBuilder’s algorithms and heuristics for processing or producing the Data, and any other information relating to the Data, CareerBuilder or its business that is not generally known to the public. “Confidential Information” shall not include any portion thereof that: (i) is known, and can be shown to have been known, by You before receipt thereof from CareerBuilder; (ii) is disclosed to You by a third person who has a right to make such disclosure without any obligation of confidentiality to CareerBuilder; (iii) is or becomes generally known to the public through no fault of Yours or third party wrongdoing, and despite Your adherence to the terms of this Agreement; or (iv) is independently developed by You, without access to or reliance upon the Confidential Information, as evidenced by Your written records.

6.2 Nondisclosure. All Confidential Information is the exclusive property of CareerBuilder and may be used by You only in connection with the performance of any obligations or the exercise of any rights under this Agreement. You will not disclose Confidential Information to a third party without the prior written consent of CareerBuilder or as expressly authorized by this Agreement. You will protect the confidentiality of the Confidential Information with at least the same degree of care that You use to protect the confidentiality of Your own proprietary and confidential information (but in any event with no less than reasonable care). Access to and use of Confidential Information will be restricted to Your agents, employees or contractors engaged in a use permitted under this Agreement and who have reviewed and agreed in writing to adhere to at least Sections 1, 5 and 6.1 of this Agreement. You will bear full responsibility for any breaches of this Agreement by Your agents, employees or contractors. Confidential Information may not be copied or reproduced without CareerBuilder’s prior written consent, except as necessary for use in connection with this Agreement.

6.3 Disclosure Upon Process. In the event You receive a subpoena, or other validly-issued administrative or judicial process, requesting that Confidential Information be disclosed, You will notify CareerBuilder of such receipt within five business

days of receipt, and use commercially reasonable efforts to allow CareerBuilder appropriate time to apply for a protective order prior to responding to the subpoena. You will thereafter be entitled to comply with such subpoena or other legal process, but only to the extent required to comply with such applicable subpoena or other legal process.

- 6.4 Data Security - Security Policies and Safeguards.** You will establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the loss, theft or other unauthorized access or alteration of Data and other Confidential Information in Your possession or under Your control or to which You have access, which are: (i) no less rigorous than those maintained by You for Your own information of a similar nature; (ii) no less rigorous than accepted security standards in the industry; and (iii) adequate to meet the requirements of applicable law.
- 6.5 Incident Response and Remedial Action.** In the event of an actual or suspected Data Breach by any unauthorized individual or entity, You agree to promptly, (i) investigate such actual or suspected Data Breach, (ii) cure such Data Breach, or prevent a potential Data Breach, (iii) cooperate with the CareerBuilder to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it, and (iv) contact CareerBuilder within 24 hours of having detected and/or been contacted about the Data Breach. “**Hours**” includes business and non-business hours, weekdays and weekends. “**Data Breach**” is the theft, loss or unauthorized access of hard-copy of Confidential Information and/or digital media such as computer tapes, computer networks (local, wide-area, etc.) hard drives, laptop computers, USB drives external hard drives, etc. containing unencrypted and/or encrypted Confidential Information.
- 6.6** CareerBuilder may be identified as the source of the Data. Furthermore, You may disclose the purpose and existence of the relationship and this Agreement for legal purposes, but may not disclose the actual terms or contents of this Agreement.
- 6.7** You acknowledge that money damages may not be sufficient compensation for a breach of this Section 6, and You agree that CareerBuilder may seek court orders to stop Confidential Information from becoming public in breach of this Section 6.

7. USE OF NAMES.

- 7.1** Both during the Term and thereafter, CareerBuilder may identify You and Your co-researchers, along with Your respective employers, on CareerBuilder’s website as a participant in CareerBuilder’s academic research collaboration program. Except for the previous sentence and as otherwise expressly authorized in this Agreement, neither CareerBuilder nor You shall use (alone or as part of another name) any names, logos, seals, insignia or other words, symbols or devices that identify the other Party or any unit, division or affiliate of the other Party (“**Protected Names**”) for any purpose except with the prior written approval of, and in accordance with restrictions required by, the other Party, nor shall either Party seek to register any

Protected Name of the other Party in any manner in any jurisdiction. Without limiting the foregoing, each Party shall cease all use of Protected Names of the other authorized under this Agreement on the termination or expiration of this Agreement, except as otherwise expressly provided herein.

8. NO REPRESENTATIONS OR WARRANTIES; LIMITATION OF LIABILITY.

8.1 ALL DATA ARE PROVIDED “AS IS.” CAREERBUILDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE DATA, INCLUDING WITH RESPECT TO THE DATA’S ACCURACY, COMPLETENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

8.2 IN NO EVENT SHALL CAREERBUILDER, ITS OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER CAREERBUILDER WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING.

8.3 IN NO EVENT WILL CAREERBUILDER’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED \$1,000.00. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. INDEMNIFICATION. You will indemnify, defend and hold harmless CareerBuilder and its directors, officers, employees and agents (“*CareerBuilder Indemnitees*”) from and against all claims, liabilities, damages, losses, costs and expenses (including attorneys’ fees) incurred by the CareerBuilder Indemnitees, arising out of or in connection with (i) Your breach of this Agreement; and (ii) any bodily injury (including death) or damage or loss to property resulting from the acts or omissions of You, or any of Your employees or contractors or anyone else under Your direction, supervision or control.

10. TERMINATION.

10.1 Either Party may terminate this Agreement without cause by providing thirty (30) days prior written notice to the other Party.

10.2 CareerBuilder may terminate this Agreement immediately for Your material breach of any of the terms or conditions hereunder, if You do not cure such breach within fifteen (15) days of CareerBuilder providing You notice of such breach.

10.3 This Agreement shall expire as of the date described in Section 2, unless extended by agreement of the Parties or terminated earlier under this Section 10. Sections

3.3, 3.5, 4, 5, 7, 8, 9 10, 11, and 11.2 shall survive the expiration or termination of this Agreement.

11. NOTICES.

11.1 Any notices to be given under this Agreement (excluding the actual provision of Confidential Data) shall be in writing and addressed to the parties in care of their respective primary contacts listed in Appendix A. Notices may be delivered in hand or given by certified mail, commercial courier, electronic mail or facsimile transmission.

If to CareerBuilder:

General Counsel
CareerBuilder, LLC
200 North LaSalle Street, Unit 1
Chicago, IL 60601
Telephone: 773.527.6924
Facsimile: 773.345.0671

If to You:

[Your Name, Title]
[Academic Institution, Department]
[Address Line 1]
[Address Line 2]
[Address Line 3]
Telephone: []
Facsimile: []

11.2 MISCELLANEOUS PROVISIONS.

11.3 Voluntary Participation; Funding Award. You acknowledge and agree that Your participation in the Project is voluntary and, other than any Funding Award set forth in Schedule A, CareerBuilder has no obligation to fund or support, either financially or otherwise, the Research Project.

11.4 Independent Contractors; Non-Exclusive. The Parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the parties by this Agreement. Neither Party is authorized to act on behalf of the other or to incur any obligations in the name of the other. Nothing in this Agreement shall be construed as obligating the Parties to enter into any subsequent agreement or relationship.

11.5 Entire Agreement; Amendment. This Agreement contains the entire understanding of the parties with respect to the transactions that are the subject matter hereof and supersedes all prior agreements relating to the transactions. This

Agreement may be amended or modified only by a written instrument signed by an authorized representative of each Party. The terms of this Agreement govern only the disclosure and use of the Confidential Information for the Purpose as defined herein and do not apply to any other exchange of data between CareerBuilder and You.

- 11.6 Assignment.** This Agreement and rights and obligations hereunder may not be assigned by either Party without the other Party’s prior written consent.
- 11.7 Severability.** The provisions of this Agreement are severable. In the event any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof.
- 11.8 Waiver.** Any waiver of compliance with the terms of this Agreement must be in writing, and any waiver in one instance shall not be deemed a waiver in any future instance.
- 11.9 Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.
- 11.10 Governing Law and Language.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a “*Suit*”) shall be brought in a court of competent jurisdiction in the State of Illinois, and the Parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the Cook County, Illinois. Each Party agrees not to raise any objection at any time to the laying or maintaining of the venue of any Suit in any of the specified courts, irrevocably waives any claim that Suit has been brought in any inconvenient forum and further irrevocably waives the right to object, with respect to any Suit, that such court does not have any jurisdiction over such Party.

* * * * *

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

CareerBuilder, LLC

[Participant's Name]

By: _____
Name: _____

By: _____
Name: _____

Title: _____
Date: _____

Title: _____
Date: _____

**Schedule A
Research Project Description**

CareerBuilder Contact: _____

Project Description:

Term of the Project (project to be completed by):
_____.

Data to be Provided by CareerBuilder:

Funding Award:

CareerBuilder: _____

ARC Participant: _____