



AMERICAN ECONOMIC ASSOCIATION

DATA AND CODE ARCHIVE AGREEMENT

FOR *AEA: PAPERS AND PROCEEDINGS*

Licensor Name (printed): _____

Manuscript Title: _____

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

WHEREAS, 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. 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.



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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.



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Date: _____

----- OR -----

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Signature: _____

Name (printed): _____

Title: _____

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Association

Signature: _____

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