# Form A5-3. Data-Use Agreement for Government Sensor Data in UAP Research

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**Use.** Sensor data offered to researchers often comes with conditions the provider does not state until publication: platform performance limits, sensor parameters, locations, and the provider's review. This agreement states the conditions at the start, keeps the data that is safe to publish separate from the data that is not, and preserves the institution's right to publish its results (Issue A5).

**When to use.** Before receiving any government or contractor sensor data for UAP research. **Not for:** Classified data, which requires a security agreement and a cleared facility.

**Deadlines.** Sign before delivery. The provider's review period in section 6 runs from submission.

**DATA-USE AGREEMENT**

This Agreement is between [Provider], [address] ("Provider"), and [Institution], [address] ("Institution"), effective [date].

**1. Data.** Provider will deliver the data described in Schedule A (the "Data"), consisting of [describe: sensor type, platform, dates, locations, format]. For each data set, Schedule A states whether it is (a) public, (b) Controlled Unclassified Information under 32 C.F.R. part 2002, with its CUI category, or (c) subject to the Export Administration Regulations or the International Traffic in Arms Regulations, with its classification. Data not identified in Schedule A as CUI or export-controlled is treated as public.

**2. Classified information.** Provider represents that the Data contains no classified information. If Provider or Institution later concludes that any portion is classified, the party shall notify the other at once, Institution shall stop using that portion and secure it, and the parties shall follow the instructions of the cognizant security office.

**3. Purpose.** Institution may use the Data for the research described in Schedule B and for related research by the investigators named there.

**4. Protection.** Institution will protect CUI and export-controlled Data as the applicable rules require, including a technology control plan for export-controlled Data. Access to export-controlled Data by foreign persons requires the Export Control Officer's prior approval and any required license.

**5. Derived data and results.** Institution owns its analyses, models, and results. Institution may publish results, including derived values such as trajectories, velocities, accelerations, and signature characteristics of observed objects, without Provider's approval, except that Institution will not publish (a) raw Data identified as CUI or export-controlled, (b) information identified in Schedule A as revealing sensor or platform performance limits, or (c) precise locations of Provider facilities identified in Schedule A.

**6. Provider review.** Institution will give Provider a copy of any manuscript that uses the Data [30] days before submission for publication. Provider may identify information within section 5(a)-(c). Institution will remove or generalize that information. Provider may comment on other matters, but its comments are advisory, and the decision to publish remains with Institution and its investigators. If Provider does not respond within the review period, Institution may proceed.

**7. Fundamental research.** The parties intend the research to be fundamental research under 15 C.F.R. §734.8 and 22 C.F.R. §120.34(a)(8). Nothing in this Agreement imposes a restriction on publication other than those in sections 5 and 6, and no restriction applies to results that do not disclose information within section 5(a)-(c).

**8. Records requests.** Data received by a public institution may be subject to state public-records laws. Institution will notify Provider of any request for CUI or export-controlled Data and will assert any applicable exemption.

**9. Attribution.** Publications will acknowledge Provider as the source of the Data unless Provider asks not to be named.

**10. Term and return.** This Agreement continues for [5] years. At the end of the term Institution will return or destroy raw CUI and export-controlled Data, except one archival copy kept under section 4 for reproducibility, and may keep all derived data and results.

**11. No warranty.** Provider makes no warranty of the Data's accuracy. Institution will describe any known limitations of the Data in its publications.

[Signatures]

**Schedule A.** Data sets, with control status, information that may not be published under section 5(b)-(c), and contact for questions.

**Schedule B.** Research description and investigators.

## Drafting notes

- **The derived-data clause matters most.** Section 5 lets the institution publish what it learns about the objects while keeping sensor limits out. Providers often ask for review of all results; that request converts fundamental research into controlled research (Issue A5 §3). Hold to advisory review.
- **Identify CUI at the start.** Section 1's rule that unidentified data is treated as public prevents a provider from designating data as CUI after the results are in.
- **Public institutions.** Section 8 reflects the reach of state public-records laws (Form A4-2).
- **On the working premise.** If the provider is AARO or an office working with it, treat the data as a selection made by the provider, and describe in the publication how the data was chosen and what was withheld.
- Related: Issue A5; Forms A5-1, A5-2, A4-2.