

**USAGE AGREEMENT
THE BRENNAN CENTER FOR JUSTICE
AT NEW YORK UNIVERSITY SCHOOL OF LAW**

P R E A M B L E

The Brennan Center for Justice at New York University School of Law (“the Brennan Center”) has purchased data from the Campaign Media Analysis Group (CMAG), an ongoing commercial enterprise whose chief asset is a database on campaign advertising. CMAG uses these data to give strategic advice on campaigning to a variety of clients including political candidates and media outlets. CMAG’s services to its current and future clients involve not only reports on contemporaneous political advertisements, but also historical reports on prior campaign media broadcasting activity in the relevant markets and contests. The Brennan Center and Professor Kenneth Goldstein of the University of Wisconsin-Madison have analyzed the CMAG data to produce a data set (“the Data”). The purpose of this Agreement is to enable academic researchers to access the data for legitimate academic use, while still protecting the commercial value of the data for CMAG’s current and future use.

U S A G E A G R E E M E N T

1. Parties and Purpose. This Agreement is made between the Brennan Center and _____ (“the Scholar”) and is intended to set forth the terms and restrictions pursuant to which the Brennan Center grants the Scholar the right to utilize the Data obtained by the Scholar from the Brennan Center.

2. The Data. The Data referred to in the Preamble shall include any and all material designated by the Brennan Center as containing data obtained by the Brennan Center from CMAG.

3. Scope of Use and Restriction Upon Transfer. The Scholar may use the Data for the sole and exclusive purpose of furthering the Scholar’s academic research (“the Research”). The Scholar therefore agrees not to sell, lease or otherwise transfer the Data to any other person or entity without first obtaining the written consent of the Brennan Center. This should not be construed to limit the Scholar from using research associates or other staff working under his or her direction to assist the Research. The Scholar acknowledges and understands that he/she assumes sole and complete legal responsibility for ensuring that any and all such research assistants and clerical staff abide in full with the terms of this Agreement.

4. Indemnification. The Scholar agrees to indemnify the Brennan Center from all injury and/or legal liability arising from the use of the Data by him/her or anyone working under his/her

direction. The Scholar assumes sole and complete legal responsibility from all injury and/or legal liability arising from any transfer, by any means whatever, including theft, to any person not authorized by Paragraph 3 to receive, in whole or in part, the Data.

5. Acknowledgment of Use in Published Works. Any published writing that is in any way based upon, or that in any way makes reference to, the Data shall contain an acknowledgment that the Data has been utilized and that the Data has been obtained by the Scholar from the Brennan Center in the following terms:

“The data was obtained from a joint project of the Brennan Center for Justice at New York University School of Law and Professor Kenneth Goldstein of the University of Wisconsin-Madison, and includes media tracking data from the Campaign Media Analysis Group in Washington, D.C. The Brennan Center-Wisconsin project was sponsored by a grant from The Pew Charitable Trusts. The opinions expressed in this article are those of the author(s) and do not necessarily reflect the views of the Brennan Center, Professor Goldstein, or The Pew Charitable Trusts.”

The data should be cited as follows:

Goldstein, Kenneth, Michael Franz, and Travis Ridout. 2002. “Political Advertising in 2000.” Combined File [dataset]. Final release. Madison, WI: The Department of Political Science at The University of Wisconsin-Madison and the The Brennan Center for Justice at New York University.

6. Restriction Upon Disclosure in Published Works. The Scholar acknowledges that the Data has commercial value to CMAG. Although the Scholar may use the Data and cite to the Data throughout his or her published academic work, the Scholar agrees not to use the Data in a manner that might otherwise jeopardize the commercial value of the Data. More specifically, the Scholar will not include any appendix or other voluminous attachment to his writing which reproduces or otherwise presents in whole or significant part the underlying Data. Additionally, except for anecdotal use for illustrative purposes, the Scholar shall not disclose either (1) the specific date and time of day that individual advertising commercials were broadcast, or (2) the name of the television broadcaster or television show associated with the broadcast of individual advertising commercials. Summary charts of advertisements broadcast are permitted to the extent that the summaries do not disclose the specific date and time of individual advertising commercials or the names of individual television broadcasters or television shows.

7. Return of Data. The Scholar shall be obligated to return the Data, or any part thereof, to the Brennan Center within 14 days of receiving written notice from the Brennan Center requesting such return.

8. Possession of Agreement. The original of this Agreement shall be retained by the Brennan Center.

9. Choice of Law. The terms of this Agreement, and the circumstances of its making, shall be interpreted according to the laws of the State of New York.

10. Entire Agreement. This Agreement represents their entire intention regarding the terms and restrictions pursuant to which the Data may be utilized by the Scholar. This Agreement may be amended only by a writing, signed by both of them, which makes explicit reference to this Agreement. Any other writing, or any oral communication, purporting to amend the Agreement in any way, is void and of no effect.

11. Effective Date. This Agreement shall be effective immediately as of the date entered below. This Agreement shall remain effective until it is canceled by a writing, signed by the parties, which makes explicit reference to this Agreement.

Dated: _____

Scholar

**Deborah Goldberg
Brennan Center for Justice
at New York University School of Law**

Acknowledged:

**Evan Tracey
President & CEO
Campaign Media Analysis Group**