

DATA USE AGREEMENT (De-identified, Anonymous)

This Data Use Agreement (“Data Agreement”) is made as of the last day a party signs below (“Effective Date”), by and between **Duke University**, a North Carolina nonprofit corporation with a place of business at 2200 West Main Street, Suite 710, Durham, NC 27705 (“Duke”), on behalf The Center for Advanced Hindsight (“CAH”), in this act represented by the Assistant Director of the Office of Research Support, Brian M. Lowinger, and the Principal Investigator, Dan Ariely, and **Fundação Escola Nacional de Administração Pública (Enap)**, headquartered in Sede Asa Sul, SPO Área Especial 2-A CEP 70.610-900, in Brasília, Federal District, Brazil, registered with the CNPJ under number 00.627.612/0001-09, in this act represented by its President, Diogo Godinho Ramos Costa, Brazilian, ID number 02039362-32-Detran/RJ and CPF number 097.376.087-71 (“Collaborator” or “Enap”).

Whereas, Duke established CAH to further education, research, clinical research to increase understanding of financial management, including, but not limited to debt, earnings, budgeting, decreasing expenses, short and long-term savings, financial decision-making, etc. (the “Purpose”);

Whereas, the exchange of Licensed Data contemplated by this Data Agreement is of mutual interest and benefit to each Duke and Collaborator.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Licensed Data.

1.1. Collaborator and Duke agree to perform the collaborative research project described in Exhibit A which clearly defines the responsibilities of each Party in the performance of the research hereunder (the “Project”).

1.2. Collaborator shall exchange the provided anonymized data set described in Attachment A (“Licensed Data”) for the Project. Collaborator will not release, and Duke does not, and will not request, the key to any code that could be used to identify any persons whose data is part of the Licensed Data. Duke will not use means to re-identify or reverse engineer or contact any person whose data is contained in the Licensed Data.

1.3. Collaborator shall deliver the Licensed Data to Duke in accord with the standards contained in Attachment A.

1.4. Duke will comply with the administrative, technical, and physical safeguards set forth in Attachment B to prevent unauthorized use of or access to the Licensed Data.

1.5. Collaborator shall comply with standards at least as stringent as those in Exhibit B with regard to the Results.

2. Representation. Collaborator represents as to the following:

- (a)** The Licensed Data were collected under valid informed consents or authority that do not prevent the use of the Licensed Data for the Project set forth herein;

- (b) The Licensed Data are owned by Collaborator, and Collaborator is lawfully entitled and has full authority to provide the Licensed Data to Duke;
- (c) The disclosure of the Licensed Data complies with relevant national, state, and local law, regulations, as applicable, including but not limited to the Gramm Leach Bliley Act; the Payment Card Industry (PCI) Data Security Standard; or any agreement between Collaborator and a third party; and
- (d) Neither Collaborator nor the Licensed Data require compliance with the European Union General Data Protection Regulation 2016/679.

3. Confidentiality.

For purposes of this Agreement, the term “Confidential Information” shall refer to the Licensed Data and all proprietary information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) that the Disclosing Party either marks as confidential or indicates at the time of disclosure as being confidential.

3.1. If Confidential Information is provided, the Receiving Party agrees that the Disclosing Party is the sole owner of their Confidential Information and that the Receiving Party will formulate and adopt appropriate safeguards, in light of its own operating activities, to maintain and protect the confidentiality of the Confidential Information for a period of three (3) years from the Effective Date (the “Term of Confidentiality”), and agrees not to disclose it or use it for any purpose not contemplated by this Agreement. The Receiving Party shall not be bound by confidentiality obligations hereunder with respect to the Confidential Information, or any part thereof, that:

- (a) is already known to the Receiving Party at the time of the disclosure;
- (b) is or becomes publicly known without the wrongful act or breach of this Agreement by the Receiving Party;
- (c) is rightfully received by the Receiving Party from a third party on a non-confidential basis;
- (d) is approved for release by written authorization of the Disclosing Party; or
- (e) is subsequently and independently developed by employees of the Receiving Party without use of or reliance upon the Confidential Information.

3.2. Nothing herein shall prevent the Receiving Party from disclosing Confidential Information to the extent required pursuant to a judicial or government request, requirement or order. In such instances, the Receiving Party shall take reasonable steps to provide the Disclosing Party sufficient prior written notice in order for the Disclosing Party to contest such request, requirement or order.

3.3. The Receiving Party shall maintain the security and confidentiality of the Confidential Information in accord with the standards in Attachment B. The Receiving Party will: (i) inform each official, faculty, post-doctoral fellows, students, employees, and agents having access to the Licensed Data of the restrictions contained in this Agreement; (ii) be responsible for breaches of any such restrictions or agreements by any official, faculty, post-doctoral fellow, student, employee, and agent; and (iii) promptly notify the Disclosing Party of all facts within its knowledge relating to any unauthorized use, copying, disclosure, possession of or access to all or any portion of the Confidential Information and will assist in preventing a recurrence.

4. Results.

4.1. The Parties will confidentially consult with one another at mutually agreed times and intervals regarding the progress of the Research. Each Party will promptly, fully and confidentially inform the other Party of all data and information developed by a Party during the performance of the Research (the “Results”).

4.2. The Results are provided by one Party to the other “As Is”. The Providing Party makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the results will not infringe any patent, copyright, trademark, or other rights.

4.3. Each Party has the right to use their own Results for all purposes. Each Party has a non-exclusive royalty-free right to use Results developed by the other Party for its own internal teaching, research, educational, preclinical and publication purposes.

5. Scholarly Release of Information. Due to the collaborative nature of the Research, it is contemplated that the first publication of the Results shall be a joint publication, with the standards of authorship being defined by the Recommendations for the Conduct, Reporting, Editing and Publication of Scholarly Work in Medical Journals established by the International Committee of Medical Journal Editors (see www.icmje.org). Notwithstanding the foregoing, in the event that one Party elects to publish the Results developed by such Party (the “Publishing Party”), the Publishing Party shall provide a copy of the proposed publication to the non-publishing Party for review at least thirty (30) days prior to submission. If the non-publishing Party determines that the proposed publication contains subject matter requiring patent protection, the Publishing Party shall delay publication or presentation for up to an additional sixty (60) days to allow for the filing of patent or other statutory protection. Such publication shall contain appropriate acknowledgement of the role and contribution of the non-publishing Party in the performance of the Research.

6. Open Science Framework. Data Provider acknowledges that Duke will carry out its research in furtherance of the Purpose by utilizing open science principles and will do so through the Open Science Framework (<https://osf.io/>), provided, however, any such use by Duke shall be in compliance with the terms and conditions of this Agreement, notably Article 3.

7. Disclaimer of Warranties / Limitation of Liability.

7.1. The Licensed Data is provided to Duke on an “As Is” basis and, except as provided in Article 2, Collaborator makes no express or implied warranty of any kind. Collaborator agrees to release, hold harmless, and indemnify Duke from any and all liability from claims arising out of legal actions based on its willful, reckless, or negligent failure to ensure compliance with the representations referenced in Article 2 herein.

7.2. Collaborator agrees to indemnify, hold harmless and defend Duke, its officers, employees, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses asserted by third parties, both government and non-government, resulting from or arising out of Collaborator's use of any information, publication, or Results provided by Duke except to the extent that any such liability arises from the gross negligence or willful misconduct of Duke.

8. Termination.

8.1. This Data Agreement will commence on the Effective Date and continue for a one (1) year period. This Data Agreement may be extended or renewed by mutual written agreement of the parties.

8.2. Either party may terminate its participation in this Data Agreement by giving the other party at least thirty (30) days prior written notice of such termination.

9. Use of a Party's Name and Marks.

9.1. Except as provided herein and , a party will not, without the prior written consent of the other party, (a) use in advertising, publicity or otherwise, the name of any employee or agent, any trade-name, trademark, trade device, service mark, symbol, or any abbreviation, contraction or simulation thereof owned by the other party, or (b) represent, either directly or indirectly, that any product or service of the other party is a product or service of the representing party or that it is made in accordance with or utilizes the information or documents of the other party. Notwithstanding the foregoing, Collaborator agrees that its partnership with Common Cents Lab may be publicized by Duke or Common Cents Lab funders; that announcements, notices, press release, and other communications relating to an initiative issued by Duke and funders may include use of Collaborator's name and marks; and that Collaborator may not use or refer to the names and marks of Duke or of the funders without the prior written consent of Duke or of the funders, as the case may be, except as may be required by applicable law.

9.2. Collaborator hereby grants to Duke a revocable, non-exclusive, non-transferable, non-assignable and royalty free right to use Collaborator's trademark, service mark, corporate logo or trade name (collectively, "Mark") solely to post such marks on Common Cents Lab's web page (<https://advanced-hindsight.com/commoncents-lab/>) or initiative websites of the funders including, but not limited to, the Savings Project web page (<https://thesavingsproject.org>), to include in reports to funders and Common Cents Lab's annual report. Collaborator further agrees that Duke and or funders of the Common Cents Lab may issue a press release or announcement stating that the parties entered into this Data Agreement and describe its purpose. Any and all use of such Marks by Duke will inure solely to the benefit of Collaborator. Duke will not contest, oppose, or challenge Collaborator's ownership of such Marks, or do anything to impair Collaborator's ownership or rights in such Marks. Duke will use the Marks in compliance with all applicable laws, rules and regulations and in a manner that reflects favorably on and preserves the integrity of the Marks.

10. Notice. Any notice or other communication required or permitted under this Data Agreement will be in writing and will be deemed given as of the date it is (a) delivered by hand, or (b) mailed, postage prepaid, first class, certified mail, return receipt requested, to the party at the address listed below or subsequently specified in writing, or (c) sent, shipping prepaid, return receipt requested, by national courier service, to the party at the address listed below or subsequently specified in writing:

Duke		Collaborator
Office of Research Support	With a copy to:	Diogo Godinho Ramos Costa
Duke University	Duke University Legal Counsel	Fundação Escola Nacional de Administração Pública (Enap)
2200 W. Main St., Ste. 710	310 Blackwell Street, 4th Floor	Sede Asa Sul, SPO Área Especial 2-A
Durham, N.C. 27705	P.O. Box 104124	Brasília/DF
+1(919) 684-3030	Durham, NC 27710	CEP 70.610-900
Ors-grant@duke.edu		diogo.costa@enap.gov.br
		+55 61 2020-3030

11. Assignment. This Data Agreement is for fundamental research services in furtherance of the Project. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Data Agreement without the prior written consent of the other party.

12. Entire Agreement. This Data Agreement and all attached Attachments contain the entire agreement and understanding between the parties as to its subject matter. It merges all prior discussions between the parties and no party will be bound by conditions, definitions, warranties, understandings, or

representations concerning such subject matter except as provided in this Data Agreement or as specified on or subsequent to the Effective Date of this Data Agreement in a writing signed by properly authorized representatives of the parties. This Data Agreement can only be modified by written agreement duly signed by persons authorized to sign agreements on behalf of Duke and Collaborator.

13. Waiver. The failure of a party in any instance to insist upon the strict performance of the terms of this Data Agreement will not be construed to be a waiver or relinquishment of any of the terms of this Data Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such terms will continue in full force and effect.

14. Severance. Each clause of this Data Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this Data Agreement will not be affected thereby.

15. Governing Law. This Data Agreement shall be governed by the laws of the state of North Carolina, USA except with respect to the choice of law provisions, provided that they are compatible with the Brazilian law and they do not offend Brazil's national sovereignty, public order and customs. The parties hereto agree that jurisdiction and venue for any legal or equitable action arising under this Data Agreement shall be exclusively within the courts located in North Carolina, and the parties hereto specifically waive any other jurisdiction and venue.

16. Titles. All titles and articles headings contained in this Data Agreement are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this Data Agreement or the intent of any of its provisions.

17. Counterparts & Electronic Signature. This Data Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or “.pdf” signature were an original thereof.

18. This Agreement has been made in Portuguese and English language. In the event of a conflict or inconsistency between the English and Portuguese versions of the agreement, the English version shall prevail.

19. Collaborator will arrange for the publication of this Data Agreement, by extract, in the Federal Official Gazette, by the fifth business day of the month following that of its signature, to occur within twenty days of that date, pursuant to Article 61, Sole Paragraph, of Law 8.666, of June 21, 1993. Collaborator shall provide a copy to Duke for its records.

In witness whereof, the parties hereunto set their hands and seals the dates set forth below.

COLLABORATOR

By:

Diogo Godinho Ramos Costa

President of Enap

Date:

DUKE UNIVERSITY

By:



Brian M. Lowinger

Assist. Director, Office of Research Support

Date: December 22, 2020

Read & Acknowledged:



Dan Ariely, Ph.D.

Principal Investigator

ATTACHMENT A

WORK PLAN

Project Name

Survey on Remote Work in the Federal Public Administration

Project Classification

() Education (X) Research () Extension () Institutional, scientific and technological development

Legal Instrument

() Contract () Covenant (X) Agreement () Adjustment

Legal Representative – Enap

Legal Representative's Name Diogo Godinho Ramos Costa			CPF (Individual Taxpayer Registration) 097.376.087-71
CI / Exp. Agency / Emission 0203936232 - DETRAN/RJ	Job title President	Job Function DAS 101.6	Registration 30973228

e-mail

presidencia@enap.gov.br

Legal Representative – Duke University

Legal Representative's Name Brian M. Lowinger	Social Security Number N/A
Job title Asst. Dir., Office of Research Support	Duke University's Registration Number 56-0532129
e-mail brian.lowinger@duke.edu / ors-grant@duke.edu	

Project Coordinator's Data

Project Coordinator's Name Diana Magalhães de Souza Coutinho	CPF (Individual Taxpayer Registration) 228.384.732-04
Unit/Department CGPES/DAE	SIAPÉ Registration 1488652
e-mail diana.coutinho@enap.gov.br	Phone 61 2020 3065

Project Description

Project Title Survey on Remote Work in the Federal Public Administration	Implementation period
	05 months
Goal Conduct studies on telework in the federal public administration during the pandemic: • Sharing of the raw data obtained with the application of the survey between Duke University and Enap; • Elaboration of technical reports based on the shared data. Project Justification The Brazilian National School of Public Administration — ENAP is a government school of the Federal Executive Power, linked to the Ministry of Economy, as provided in Article 1 of its Statute, approved by Decree No. 10,369 of May 22, 2020. It has the purpose of promoting, developing and implementing training programs for human resources for the federal public administration, aiming at the development and application of management technologies that increase the effectiveness and permanent quality of services provided by the State to citizens, and has as its main activities: I - centralize the elaboration and implementation of development programs for the civil servants of the Federal Executive Power, aiming at innovation and modernization of the State, to increase the effectiveness and quality of services provided to citizens; II - prepare and execute programs of initial training, career improvement, postgraduate studies, technical-management development and permanent training of public agents; III - foster and develop research, innovation, and dissemination of knowledge as a matter of priority within the Executive Power, especially in the areas of: a) public administration; b) fiscal and financial education; c) public services; and d) public policy management. IV - support, promote and carry out technological entrepreneurship actions and the creation of environments that foster innovation aimed at improving public administration and modernizing and reducing bureaucracy in the public management, according to Law No. 10,973 of December 2, 2004; V - plan, supervise, guide and execute recruitment and selection processes of personnel to fill positions	

and functions of the federal public administration;

VI - plan, supervise, guide and execute recruitment and selection processes of personnel to fill positions and functions in the public administration;

VII - provide technical assistance regarding the elaboration of strategies and projects of institutional development, formulation, implementation, and evaluation of public policies, in the fields that Enap operates;

VIII - develop and maintain national and international cooperation programs and projects for its institutional purposes;

IX - coordinate and supervise management training programs for civil servants executed by direct, autarchic and foundational federal public administration schools, as provided in the regulations;

X - support and promote training and certification programs for the qualification of civil servants for the exercise of Executive Power Commissioned Functions - FCPE and for the occupation of positions on the Board of Directors and Senior Advisory Group - DAS and equivalents;

XI - institute and coordinate the System of Government Schools of the Union, under the terms of the regulations; and

XII - manage the Special Training and Development Fund, of an accounting nature, referred to in Decree No. 73.115 of November 8, 1973.

In the fulfillment of its institutional mission and purpose, Enap performs activities foreseen in its Statute, including meeting the demands of other federal entities and parastatal entities, without prejudice to the fulfillment of its primary purpose. In this way, it may enter into contracts, covenants, agreements, or adjustments with national or international public or private organizations.

In order to carry out these activities, Enap is configured as a Scientific, Technological, and Innovative Institution - ICT, under the terms of Law no. 10,973, of December 2, 2004. And it is responsible for the development of basic or applied research, of scientific and technological nature, and the development of new products, services or processes aimed at management technologies that increase the efficacy, efficiency, effectiveness, and quality of the services provided by the State to citizens.

The Board of Directors of Advanced Studies - DAE - of ENAP is especially responsible for planning, directing, coordinating, promoting, orienting, evaluating, and carrying out postgraduate activities in the broad and strict sense areas and the production and promotion of research in Enap's areas of operation. Therefore, it is necessary to coordinate, control, and evaluate data collection, information, subsidies, research design, and methodology coordination. Consequently, the products of these activities require structuring, programming, and dissemination of data and scientific evidence, which serve as the basis for the decision-making process inherent to public policies and administration.

For its part, Duke University (referred to here only as "Duke") is a higher education institution with similar purposes as those of Enap in terms of teaching and research.

In this context, Duke partnered with Enap in order to conduct a study on remote work (in this document, also cited as "home office," "teleworking") in the federal public administration, in the context of the pandemic that has affected not only the country but the world. The analysis of the aspects

of remote working is necessary given the possible implications for the productivity of public servants, not only during the pandemic. Investigations in this regard can help in the establishment of new policies for the management of work in public administration in general.

Object of Agreement

Allow the sharing of aggregated telework research data obtained during May/2020 and June/2020 to enable the performance of scientific analyses of the data. Allow the sharing of disaggregated telework research data obtained during from November/2020 and June/2021 to enable the performance of scientific analyses of the data.

Duties of the Brazilian National School of Public Administration – Enap

1. Receive the raw and anonymous database of the applied survey responses;
2. Proceed to the analysis of the data in the form of technical reports;
3. To share results of analysis with Duke University.

Duties of Duke University

1. Elaborate Design the survey questions corresponding to the cited research;
2. Be responsible for the collection of data from the survey responses, according to Annex A of the Data Agreement included in this process (SEI n.04600.001748/2020-73);
3. Send the raw database to Enap.

Implementation Schedule

The schedule below indicates the total period of 9 months with the following dates expected to start and end: start date: Dec 2020 and end date: Aug 2021.

Goal	Description	Responsible	Indicator	Duration	
				Start	End
1	Data processing	Duke	Raw Database	Dez/2020	Dez/2020
2	Send the data to Enap	Duke	Database and download link	Dez/2020	Jan/2021
3	Data analysis	Enap	Technical Reports	Jan/2021	Aug/2021

Source of funds

There are no financial resources involved.

Center for Advanced Hindsight (CAH):

Data Security Practices

Author: CAH

Version 1.0

Authority:

Director, CAH

Overview

The following requirements CAH staff protect both the sensitive data and devices accessing the protected data that is collected and analyzed by CAH. **It is the responsibility of all CAH staff to follow the requirements and protect the confidentiality of the data to which they have access.**

Requirements

Data Classification

CAH regularly works with data that can be classified as Sensitive or Restricted according to Duke's [data classification standard](#). Sensitive data that CAH works with includes:

- identified data (that is, data that can be tied back to a unique identifier like a Duke Unique ID, name, phone number or address)
- protected health information
- student grades or other FERPA-protected data
- data that CAH has indicated will be kept confidential

The requirements below represent the baseline security measures necessary to protect such data.

Laptop/Desktop Management

1. CAH systems are professionally managed and maintained by IT staff. All CAH machines are enrolled in an endpoint protection solution.
2. Only up-to-date versions of **licensed** software are installed on CAH machines.
3. Managed anti-virus software has been installed and is active on CAH systems. Updates to the antivirus program are applied at least weekly.
4. All CAH laptops are encrypted.

5. A host-based firewall has been enabled.
6. Remote access to CAH laptops and desktops is disabled.
7. A password is required to access CAH devices.
8. A password-protected screensaver lock is enabled after a maximum of 15 minutes of inactivity.

Smartphone/Tablet Device Management

1. The device operating system must be kept up to date and patched when an update is available from the vendor or manufacturer.
2. All devices must be encrypted.
3. A password or passcode is required to unlock the device.
4. A remote wipe feature is installed and available (e.g. find my iPhone or Prey)

More details are available on the IT Security Office website: <https://security.duke.edu/secure-your-devices/mobile-devices>

Email

1. Use of email for the purposes of sharing or transmitting CAH research data, particularly data that is considered identified or sensitive, is prohibited.

Data Storage

1. CAH data that is being actively analyzed is stored on Duke's Box instance.
2. CAH data that is archived is stored on the Duke Protected Network.

Access to Box and the Protected Network

1. Access to CAH's Box and Protected Network storage must be approved by Dan Arieli or his designee.
2. Access to Box is via Duke's Shibboleth service.

Box Folder Structure

Survey data, which may include identifying information, will be stored in the CAH "Protocols" folder in Box. The lab Director and his designees will own the "Protocols" folder, and all subfolders for specific protocols. Each Protocol will have its own folder, with an assigned PI as an owner of the folder. Within each Protocol folder, there will be a Sensitive folder (for identified data) and a De-identified folder for the data to be made more widely accessible. The folder structure should look like this:

Top Level – CAH Protocol Folder (owned by CAH admins, including the CAH Director).
 Protocol A (co-owned by PI and CAH admins; shared with protocol research team)
 Sensitive Folder (inherited permissions from Protocol A)
 De-identified Folder (shared with larger group, including outside collaborators)

Student Collaboration

1. Students are not permitted to work with study data on their personal laptops. They must use the desktop set up in the Center's common room.

Scope

These requirements apply to all end user devices that work with or access CAH data.

Compliance

Any person who uses CAH systems or access CAH data agrees to comply with the above terms and conditions, and with all applicable state and federal laws and regulations. Users have a responsibility to use these resources in an efficient, effective, ethical, and lawful manner.

Violations of the policy may result in loss of usage privileges, administrative sanctions (including termination or expulsion) as outlined in applicable Duke University disciplinary procedures, as well as personal civil and/or criminal liability.

These policies and procedures are subject to review and audit by Duke's Office of Internal Audits.

Responsibility

CAH is responsible for implementing the practices described in this document.

Review Frequency: Annually

Updated: 1-May-15

References:

University IT Security Office website: <http://www.security.duke.edu>