

## IWSPA-AP 2018 Datasets NDA

This Non-Disclosure Agreement (this Agreement) is made and entered into as of \_\_\_\_\_ by and  
(date)  
among "Rakesh M. Verma" (hereinafter, the "Discloser") and " \_\_\_\_\_"  
(recipient name)  
(hereinafter, the "Recipient"), whose affiliation and contact information is:

Affiliation: \_\_\_\_\_  
(organization)

Mailing Address: \_\_\_\_\_  
(address)

E-mail: \_\_\_\_\_  
(email)

1. The Discloser intends to share data records (hereinafter, the "Confidential Information") to the Recipient for the purpose of academic research or analysis pertinent to participation in the Shared Task defined herein or for a legal and academic purpose (hereinafter, the "Purpose"). "Shared Task" refers to the International Workshop on Security and Privacy Analytics Anti-Phishing Shared Task, also known as IWSPA-AP Shared Task.

2. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser. Violations of this Agreement (including but not limited to the display, reproduction, transmission, distribution, or publication of the Confidential Information in a context different from the Shared Task) may result in legal liability.

3. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party except to its employees, professional advisers and service providers who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2 above and this clause 3.

4. The undertakings in clauses 2 and 3 above apply to all of the Confidential Information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or

b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.

5. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

6. The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.

7. Neither this Agreement nor the supply of any information grants the Recipient any license, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

8. The copyright holders retain ownership and reserve all rights pertaining to the use and distribution of the information. Copyright holders of the Confidential Information include:  
Dr. Rakesh M. Verma;  
and other parties as their respective interests appear.

9. The undertakings in clauses 2 and 3 will continue in force indefinitely.

10. This Agreement shall be governed by, enforced, and construed under and in accordance with the laws of the United States of America (hereinafter "U.S."). The U.S. Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

\_\_\_\_\_ (signature)

\_\_\_\_\_ (date)

\_\_\_\_\_ (place)