

## **Request for SourceForge.net Data for a Scholarly Research Study of the Free/Open Source Software Development Phenomenon**

OSTG has licensed the University of Notre Dame (UND) the right to share SourceForge.net data with researchers studying the Free/Open Source Software Development phenomenon. Under the terms of this license, we need a description of the research project, the names and contact information of the researchers who will have access to the data, and a copy of the attached sublicense to be signed by the principle investigator on the project who will be responsible for ensuring compliance with the terms of the sublicense.

Please provide the following information. Send this page and a signed copy of the attached sublicense to UND Principal Investigator: Greg Madey, Computer Science and Engineering, 384 Fitzpatrick Hall, University of Notre Dame, Notre Dame, IN 46556 USA; Fax: 574-631-9260; E-Mail: [oss@nd.edu](mailto:oss@nd.edu)

**Description of research project (identify sources of external funding support if any):**

**Names, affiliations, mail addresses, and email addresses of researchers who will have access to the SourceForge.net data:**

**Person responsible to ensure compliance with the terms of the sublicense:**

# SourceForge.net Database Sublicense Terms and Conditions

## Introduction

SourceForge.net (<http://sourceforge.net/>) is the world's largest Open Source software development website, with the largest repository of Open Source code and applications available on the Internet. Owned and operated by OSTG, Inc. ("OSTG"), SourceForge.net provides free services to Open Source developers. This website is database driven and the supporting database includes historic and status statistics on projects and user activities at the website. OSTG has shared and intends to continue sharing certain SourceForge.net data (the "Data") with the University of Notre Dame ("UND") for the sole purpose of supporting academic and scholarly research on the Open Source Software phenomenon. OSTG has given UND permission to in turn share Data with other academic researchers studying the Open Source software phenomenon; provided, however, that UND may not provide all of the Data to any one requesting party without OSTG's prior written consent.

## Release of Data

To advance the understanding of Open Source software phenomenon, all or portions of the Data will be made available to researchers ("Researchers") on a case-by-case basis in accordance with these provisions and an underlying agreement between OSTG and UND. All requests for all or portions of the Data must be submitted in writing to the UND Principal Investigator by the Researcher. Only parties recognized by OSTG and the UND Principal Investigator as academic and scholarly researchers are eligible to receive the Data. To receive all or a portion of the Data in accordance with these provisions, Researcher must sign this document, agree to abide by SourceForge.net's Terms and Conditions of Use (the "Terms of Use"), available at [http://sourceforge.net/docman/display\\_doc.php?docid=6048&group\\_id=1](http://sourceforge.net/docman/display_doc.php?docid=6048&group_id=1), and observe the additional restrictions listed below (collectively, "Restrictions"). In addition to other possible remedies, failure to observe these Restrictions may result in revocation of permission to use the Data as well as denial of access to additional Data distributed by OSTG and UND. Data may be made available to Researcher via an Internet site or on CD or other media. There will be no charge for Data made available and downloaded via the Internet.

## Consent

In addition to agreeing to abide by SourceForge.net's Terms of Use, Researcher agrees to the following additional restrictions (the "Additional Restrictions"):

1. Redistribution: Without prior approval from the UND Principal Investigator, Data, in whole or in part, will not be further distributed, published, copied, or disseminated in any way or form whatsoever, whether for profit or not. This includes further distributing, copying or disseminating to a different facility or organizational unit within the Researcher's university, organization, and/or company, as applicable.
2. Modification and Commercial Use: Data, in whole or in part, may not be modified or used for commercial purposes. The license granted herein is specifically for the internal research purposes of Researcher, and Researcher shall not duplicate or use Data, or any seal, logo, mark, or phrase associated with or owned by UND and/or OSTG, to manufacture, promote, or sell products or technologies (or portions thereof) either directly or indirectly for commercialization or any other direct for-profit purpose without the prior written permission of UND.
3. Requests for Data from the SourceForge.net database: All requests for Data from the SourceForge.net database will be forwarded to the UND Principal Investigator.
4. Publication Requirements: Those seeking to include more than 2 kilobytes of actual Data from the SourceForge.net database in reports, papers, and other documents to be published or released must first obtain approval in writing from the UND Principal Investigator. Data shall not be used in any way that could cause SourceForge.net users, UND, or OSTG embarrassment, mental anguish, or other harm. In all cases, project ID, user ID data, and other identifying attributes shall be anonymized to preserve privacy of the SourceForge.net users.

5. Citation: All documents and papers that report on research that uses SourceForge.net Data must acknowledge the use of the database by including an appropriate citation that will be provided upon request by the UND Principal Investigator.

6. Publications to UND: A copy of all reports and papers that are for public or general release that use the SourceForge.net database must be forwarded immediately upon release or publication to the UND Principal Investigator.

7. Conflicts. Any conflict between these Additional Restrictions and SourceForge.net's Terms of Use shall be resolved in favor of these Additional Restrictions.

8. Indemnification: Researcher and/or researcher's employing institution agree to indemnify, defend, and hold harmless SourceForge.net, OSTG, Inc., the University of Notre Dame du Lac and its Board of Trustees, officers, employees and agents, individually and collectively, from any and all losses, expenses, damages, demands and/or claims based upon any such injury or damage (real or alleged) and shall pay all damages, claims, judgments or expenses resulting from Researcher's use of the SourceForge.net database.

NAME (in capitals)

RESEARCH ADVISOR (if you are a student)

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SIGNATURE

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DATE

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ORGANIZATION, MAIL ADDRESS, and EMAIL ADDRESS (in capitals)

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