

AGREEMENT
THE UNIVERSITY OF WISCONSIN ADVERTISING PROJECT AT THE
UNIVERSITY OF WISCONSIN-MADISON

P R E A M B L E

The University of Wisconsin Advertising Project, at the University of Wisconsin-Madison (“the University of Wisconsin Advertising Project”) has purchased data from the TNSMI/Campaign Media Analysis Group (TNSMI/CMAG), an ongoing commercial enterprise whose chief asset is a database on campaign advertising. TNSMI/CMAG uses these data to give strategic advice on campaigning to a variety of clients including political candidates and media outlets.

TNSMI/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. Professor Kenneth Goldstein and Joel Rivlin of the University of Wisconsin-Madison have analyzed the TNSMI/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 TNSMI/CMAG’s current and future use.

USAGE AGREEMENT

1. Parties and Purpose. This Agreement is made between the University of Wisconsin Advertising Project and the person identified in the transaction (“the Scholar”) and is intended to set forth the terms and restrictions pursuant to which the University of Wisconsin Advertising Project grants the Scholar the right to utilize the Data obtained by the Scholar from the University of Wisconsin Advertising Project.

2. The Data. The Data referred to in the Preamble shall include any and all material designated by the University of Wisconsin Advertising Project as containing data obtained by the University of Wisconsin Advertising Project from TNSMI/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 University of Wisconsin Advertising Project. 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 University of Wisconsin Advertising Project 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 University of Wisconsin Advertising Project in the following terms: “The data were obtained from a project of the University of Wisconsin Advertising Project includes media tracking data from TNSMI/Campaign Media Analysis Group in Washington, D.C. The University of Wisconsin Advertising 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 University of Wisconsin Advertising Project or The Pew Charitable Trusts.”

The data should be cited as follows:

Goldstein, Kenneth, and Joel Rivlin. 2007. “Presidential advertising, 2003-2004” Combined File [dataset]. Final release. Madison, WI: The University of Wisconsin Advertising Project, The Department of Political Science at The University of Wisconsin-Madison.

6. Restriction Upon Disclosure in Published Works. The Scholar acknowledges that the Data has commercial value to TNSMI/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 University of Wisconsin Advertising Project within 14 days of receiving written notice from the University of Wisconsin Advertising Project requesting such return.

8. Possession of Agreement. The original of this Agreement shall be retained by the University of Wisconsin Advertising Project.

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 Wisconsin.

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 of this transaction. This Agreement shall remain effective until it is canceled by in writing, signed by the parties, which makes explicit reference to this Agreement.