



VANDERBILT UNIVERSITY

Vanderbilt's LAPOP (Latin American Public Opinion Project) Licensing Agreement for Nationals / Citizens Access to AmericasBarometer Data Sets

Name on ID: _____

Country of Citizenship: _____

Content Description

The AmericasBarometer data sets consist of public opinion surveys carried out by the Latin American Public Opinion project as part of its AmericasBarometer series. The sample sizes, county coverage and questionnaire content will vary from survey wave to wave. Normally, a new wave is conducted every two years, but this is not guaranteed as it depends on grant and contract funding to the Latin American Public Opinion Project.

Purchase Details

Any data set(s) provided become permanent property of the Individual.

Cost of Data Sets

Vanderbilt provides data sets free of charge for Nationals and citizens for their home country. Vanderbilt will provide data either electronically via a secure internet download in SPSS and STATA formats.

Permitted Uses by Individual

- Print, download, and digitally copy Data Set(s)
- Extract or use information contained in the database for educational, scientific, or research purposes, such as extraction, manipulation and recombination of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- Use a reasonable portion of the Data Set(s) in the preparation of course packs or other educational materials.
- Nothing in this agreement shall limit the Individual's rights consistent with U.S. copyright law.

Prohibited Uses

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- Individual may not fulfill requests from other institutions, a practice commonly called Interlibrary Loan, or individuals. He/she may not distribute the data to any third party.
- No commercial use of the Data Set(s) is permitted.

Human Subjects Protection Clause

- All LAPOP data sets distributed via this agreement have been collected in conformance with U.S. Federal Human Subjects protection regulations, as implemented by the Vanderbilt University Institutional Review Board. Furthermore, the data being distributed are "deidentified," such that users of the survey data should not be able to identify any individual who responded to the surveys. All U.S. institutions and users who obtain data sets from LAPOP are expected to do so in complete conformity with applicable Federal human subjects protection rules. Other users should respect the principles of these U.S. regulations in every respect.

Licensor Responsibilities

The Licensor shall:

- Make the Data Set(s) available to the Individual upon receiving signed license AND payment.
- Other than making the data available in SPSS and/or STATA format in a timely fashion, the Licensor provides no other performance warranties;
- Notify Individual of any substantive changes to the Data Set(s), including changes to the method of access and/or the addition, deletion, or alteration of content.

Limited Warranty; Disclaimers; Limitations of Liability.

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Assignment. Individual shall not assign or transfer this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Vanderbilt. Vanderbilt may assign its rights or obligations hereunder without the consent of or notice to Individual. This Agreement shall inure to the benefit of and bind successors and permitted assigns of Vanderbilt and Individual.

Notices. All notices required or permitted relating to a claim or breach of this Agreement shall be in writing and sent to: (i) if to the Individual: the address provided by Individual when ordering the Data Set(s); and (ii) if to Vanderbilt: Office of Technology Transfer and Enterprise Development, Vanderbilt University, 1207 17th Avenue South, Suite 105, Nashville, Tennessee 37212 with a copy to: Vanderbilt University, Counsel's Office and University Counsel, 2100 West End Ave. Suite 750, Nashville, Tennessee 37203. Either party may substitute their address from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by certified mail, postage prepaid, or personal or courier delivery. All Limited Support or other notices relating to the usage of the DATA SET(S) will be provided by Vanderbilt via either telephone or e-mail.

Governing Law; Severability. This Agreement and performance hereunder shall be governed and construed in accordance with the laws of the U.S. and of the State of Tennessee, without giving effect to provisions thereof regarding conflict of laws. All agreements, clauses and covenants contained herein are severable, and in the event any of them shall be held to be unconstitutional, invalid, illegal, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid, illegal or unenforceable agreements, clauses or covenants were not contained herein.

Integration; Waiver; Modification. The parties hereto acknowledge and agree that they have read this Agreement in its entirety and understand and agree to be bound by all of its terms and conditions, and further agree that this Agreement and any exhibits or schedules hereto constitute a complete and exclusive statement of the understanding between the parties with respect to the subject matter hereof, which supersedes any and all other communications between the parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter hereof not expressly set forth in this Agreement, or any exhibits or schedules hereto, are of no force and effect. The failure by either party to exercise any right provided hereunder shall not be deemed a waiver of such right. This Agreement may be amended, modified or supplemented only by a writing signed by the parties to this Agreement. Such amendments, modifications or supplements shall be deemed as much a part of this Agreement as if so incorporated herein.

Force Majeure. Neither party hereto shall be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including without limitation, acts of God, war, terrorism, riot, strike, labor disturbance, fire, explosion, flood, or shortage or failure of suppliers.

Import/Export Restrictions. Individual shall comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and shall not export or re-export the DATA SET(S) in violation of any such restrictions, laws or regulations, or without all necessary approvals.

Indicate which Data Set(s) you are applying for below, based on your citizenship/nationality:

NOTE: 'Backfiles' are sets prior to 2004 and those not part of the AmericasBarometer series.

Albania (1)

2005 backfile

Argentina (2)

2008
2010

Belize (2)

2008
2010

Bolivia (8)

1998 backfile
2000 backfile
2002 backfile
2003 backfile
2004
2006
2008
2010

Brazil (3)

2006/07
2008
2010

Canada (3)

2006
2008
2010

Chile (3)

2006
2008
2010

Colombia (8)

2001 backfile
2004
2005
2006
2007
2008
2009
2010

Costa Rica (15)

1973 backfile
1976 backfile
1978 backfile

1980 backfile
1983 backfile
1985 backfile
1987 backfile
1990 backfile
1995 backfile
1999 backfile
2002 backfile
2004
2006
2008
2010

Dominican Republic (4)

2004
2006
2008
2010

Ecuador (7)

1986 backfile
2001 backfile
2002 backfile
2004
2006
2008
2010

Guatemala (11)

1992 backfile
1993 backfile
1995 backfile
1997 backfile
1998 backfile
1999 backfile
2001 backfile
2004
2006
2008
2010

Guyana (3)

2006
2008/09
2010

Haiti (3)

2006
2008
2010

Honduras (8)

1983 backfile
1985 backfile
1991 backfile
2001 backfile
2004
2006
2008
2010

Israel (1)

1979 backfile

Jamaica (3)

2006
2008
2010

Madagascar (1)

2005 backfile

Mexico (6)

1978 backfile
1979 backfile
2004
2006
2008
2010

Nicaragua (11)

1989 backfile
1991 backfile
1995 backfile
1996 backfile
1997 backfile
1998 backfile
1999 backfile
2004
2006
2008
2010

Panama (5)

1991 backfile
2004
2006
2008
2010

Paraguay (5)

1996 backfile
1998 backfile
2006
2008
2010

Peru (6)

1996 backfile
1997 backfile
1998 backfile
2006
2008
2010

El Salvador (8)

1991 backfile
1993 backfile
1995 backfile
1999 backfile
2004
2006
2008
2010

Suriname (1)

2010

Trinidad & Tabago (1)

2010

United States (3)

2006
2008
2010

Uruguay (3)

2006/07
2008
2010

Venezuela (4)

1995 backfile
2006/07
2008
2010

Vanderbilt University:

Signature: _____

Mitchell A. Seligson

Director, Latin American Public Opinion Project

Date Signed: _____

Individual:

Signature: _____

Printed Name: _____

Email: _____

Date Signed: _____