Date: _____

Dataset Transfer Agreement

Dr. Alma Cohen
Harvard Law School, Griswold 301
1525 Mass Ave.
Cambridge, MA 02138
email: alcohen@law.harvard.edu

Dear Dr. Cohen:

I understand that you are willing to make a certain dataset in your possession ("the dataset") available to researchers seeking to replicate the results in your paper, "Asymmetric Learning in Repeated Contracting: An Empirical Study," forthcoming in the *Review of Economics and Statistics* (hereinafter "the RESTAT article") under certain terms and conditions

I am writing to request access to the dataset and I hereby, intending to be legally bound, make the representations set forth below and agree to commit to the terms and conditions set forth below:

1 .My institutional affiliation and contact information are as follows:
Name:
Title:
Institution:
Mailing address:
Fax:
Email

2. Limited use: I shall use the dataset that you transfer to me solely for the purpose of replicating the results in Tables 1-7 of the RESTAT study.

Without limiting the generality of the forgoing, I shall not use the dataset for any commercial purposes; I shall not conduct any other tests or analysis other than to perform replications and robustness checks of said tables; and I shall not use it in any way in producing a work-product (including but not limited to a paper, report, comment, or other forms of written analysis) except that I may report in such work-product whether I was able to replicate and verify the robustness of said tables.

3. No transfer of information to other parties: I shall not, and shall not attempt to transfer, assign, distribute, copy, sublicense lease, sell, rent, disseminate, convey, or allow access to the dataset, or any portion, derivation, revision, or combination thereof, to any third party (including any person, firm, or organization other than myself). I shall take the steps necessary to prevent any other third party from obtaining access to the dataset or any portion, derivation, revision, or combination thereof. I shall maintain all the information in the dataset, or any portion, derivation, revision, or combination thereof, strictly confidential.

4. Enforcement of terms and conditions:

(a) To the extent that I use the dataset in producing a work-product in accordance with the provisions of Section 2 of this letter agreement, I shall provide you with a copy of the work-product so that you may review its compliance with the provision of section 2, and I shall not distribute or make available to any third party said work-product until receipt of written confirmation from you, which may not be unreasonably withheld, that the work-product complies with the provisions of section 2.

(b) Any breach of the terms of this letter agreement shall make me liable to the fullest extent permitted by law, including liability for special, incidental, indirect, exemplary, punitive or consequential damages.

(c) This letter agreement shall be governed by and construed in accordance with the laws of the State of Israel. I irrevocably consent to the exclusive jurisdiction of the courts in and for the State of Israel for the adjudication of all disputes hereunder, and consents to personal jurisdiction in such courts.

5. Miscellaneous:

(a) All notices shall be in writing and delivered to the party's mailing address by registered or certified mail, or internationally recognized overnight courier providing proof of delivery, with a copy delivered by facsimile and email.

(b) I shall notify you in accordance with subsection (a) of this section for any change in my institutional affiliation and/or contact information.

(c) This letter agreement shall contain the entire understanding with respect to the subject matter hereof and no prior oral or written statements or discussions will have any force or effect.

(d) No waiver or modification of the rights you shall have under this letter agreement shall be binding without your written consent. Failure or delay by you to exercise any of your rights or insist upon strict compliance with any provision hereof shall not be deemed a waiver of rights in that or any other instance. Written waiver of one default shall not waive any other default.

(e) I may not may assign rights or delegate duties under this letter agreement without obtaining a prior written consent from you.

(f) If any provision of this letter commitment letter is invalid or unenforceable, such provision shall continue to apply subject to the minimum reductions or modifications necessary to make it valid and enforceable. All other provisions shall remain in full force and effect. No provision shall be deemed dependent upon any other provision unless so stated herein.

(g) I understand that the dataset will be provided to me "as is" and you are not making any express or implied warranties or representations with respect to the dataset and shall not be responsible or liable for any loss or damage causes directly or indirectly by my use of the dataset.

If you agree to provide me with the dataset under the representations and terms and conditions set forth above, you may accept this agreement by transferring the dataset to me and/or signing this letter agreement.

[Signature]

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Name Date

Agreed and accepted:

Dr. Alma Cohen