

Attachment C
to
Academic Corporate Bond TRACE Data Agreement

COLLABORATION ADDENDUM

This Collaboration Addendum (this “*Addendum*”) is an addendum to the Academic Corporate Bond TRACE Data Agreement (the “*Agreement*”) between FINRA and each of the undersigned Sharing Institution (as defined below). Capitalized terms used but not defined herein have the meanings given such terms in the Agreement.

WHEREAS, Academic Institution that is identified below as the “Sharing Institution” (“*Sharing Institution*”) would like certain of its Internal Users under its Agreement to collaborate with Internal Users of the Academic Institution that is identified below as the “Collaborating Institution” (the “*Collaborating Institution*”) and to share Derivative Works for that purpose;

WHEREAS, the Collaborating Institution wishes to so collaborate and receive the Derivative Works from the Sharing Institution.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Precondition.** In no event shall Sharing Institution provide (or permit its Internal Users to provide) to the Collaborating Institution any unpublished Derivative Work unless and until this Addendum has been signed by each Academic Institution and accepted/countersigned by FINRA. Under no circumstances shall Sharing Institution share (or permit its Internal Users to share) the Academic Data Set with Collaborating Institution.
2. **Application of Existing Agreement.** With respect to each Academic Institution signing this Addendum, the Derivative Works, and the use thereof, are and shall be subject to the terms and conditions of the Agreement (except as is otherwise expressly set forth herein), and each Academic Institution signing below shall comply with the Agreement.
3. **Payment.** Sharing Institution shall be responsible for payment to FINRA of the fees and charges under the Agreement.
4. **Termination.** In the event that the Sharing Institution’s Agreement terminates for any reason, this Addendum shall also terminate and the undersigned Academic Institutions shall no longer be authorized to collaborate using the Academic Data Set or any Derivative Works.
5. **Joint and Several Liability.** Each Academic Institution signing below agrees that it shall have joint and several liability for a breach of the Agreement arising out of, relating to or in connection with the collaboration contemplated in this Addendum.

6. **Miscellaneous.** Capitalized terms used in this Addendum shall have the respective meanings given to them in the Sharing Institution’s Agreement. This Addendum may be executed in counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signatures by facsimile, PDF/digital file or other reliable means shall be of equal force as delivery of original signatures. Except as expressly otherwise set forth in this Addendum, the Agreement to which an undersigned Academic Institution is a party shall remain in full force and effect.

Each Academic Institution listed below executes this Addendum intending to be legally bound, and represents and warrants that the person signing on its behalf is duly authorized to do so.

Sharing Institution

Collaborating Institution

(Signature of Authorized Signer Above)

(Signature of Authorized Signer Above)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Agreed:
Financial Industry Regulatory Authority, Inc.

By: _____

Title: _____

Date: _____