

FCC MEASURING BROADBAND AMERICA PROGRAM RESEARCH AND SPECIAL STUDIES STAKEHOLDERS CODE OF CONDUCT

WHEREAS the Federal Communications Commission of the United States of America (FCC), is conducting a broadband testing and measurement program, known as Measuring Broadband America (MBA), the purpose of which is to establish and maintain a technical platform for collecting data on the performance of Fixed Broadband networks;

Whereas, further, the FCC may make available the MBA infrastructure and associated resources in good faith to support research experiments and special studies by U.S. academia;

WE, THE UNDERSIGNED, as Principal(s) undertaking research activity or “special studies” using the MBA fixed broadband testing and measurement infrastructure, do hereby agree to be bound by and conduct ourselves in accordance with the following principles and shall:

1. Act in good faith at all times.
2. Provide the FCC, as input to its decision process on whether to accept the proposed experiment as an MBA-assisted Research Study (MARS) candidate, the following information:
 - i) A written proposal, including experiment technical detail, team composition and sponsorship information pertinent to the overarching research project of which the experiment is part;
 - ii) The purposes of the experiment, the data to be collected, and the data to be disclosed;
 - iii) A copy of the University Institutional Review Board (IRB) approval or an IRB notice stating that IRB approval is not required for the specific study proposed;
 - iv) If applicable, all source code developed by the research team and any further accompanying information needed to assist the FCC and its contractor in evaluating said code’s conformance to the software development guidelines provided by the FCC and its contractor. These guidelines are intended to both satisfy the MBA platform’s technical constraints and minimally impact routine ongoing MBA measurement activity. (Exceptions to the criteria in the guidelines may be granted on a case-by-case basis by the FCC in consultation with its contractor if technical review indicates that no interference to MBA platform or measurement activities will result.);
 - v) A data management plan,¹ including
 - a) A description of the administrative, technical, and physical safeguards to protect from unauthorized access (i) all ‘raw’/unprocessed MBA data, if any is provided to the Principal by the FCC as initial information during the experiment, and (ii) other Principal-controlled resources used in connection with MARS experiment
 - b) A schedule to publicly release the collected data as follows:
 - I. If the data obtained is unrelated to FCC MBA measurements, it must be released no later than one year after collection.
 - II. If the data obtained is in connection with the tests used in the MBA program, the Principal must not release such data until after the FCC publishes the annual MBA report covering the period in which the experiment was conducted.
3. Acknowledge that the duration of, and resources used for, any particular research experiment will be agreed upon jointly by the FCC and the Principals, with final decision to reside with the FCC.
4. Agree that the research conducted and conclusions reached, utilizing the experimental results, are independent of the FCC and its programs and solely reflect the views of the research team, and so indicate in any publication, along with an acknowledgment that the work was conducted with the support of FCC in permitting the use of the MBA infrastructure for the project and providing staff technical and project management services for the experiment.

¹ The FCC generally follows the National Science Foundation guidelines for a data management plan. See https://www.nsf.gov/cise/cise_dmp.jsp for guidelines.

5. Agree that if the proposal is accepted, the code for the experiment may be validated and introduced into the measurement infrastructure in a phased, beta test mode, and its stability and non-interference with MBA operation verified, as a required prerequisite to running the experimental tests at scale.
6. Not allow access to, or use of MBA resources (data, infrastructure) by any persons other than: (a) researchers at, or allied with, the Principals' institution who are assisting or collaborating with the Principals using the resources, or (b) those who are official students in a legitimate degree program directed by the Principals. All such persons shall be identified to the FCC in writing. The Principals shall ensure that the individuals who have access to the resources associated with this research and special studies project act in accordance with all provisions in this Code of Conduct.
7. Limit data collection to protocol operation and measurement, **refraining from** collecting Personally Identifiable Information or usage data related to specific user Internet activity or applications employed by volunteer panelists ('panelist' is an individual consumer who has agreed to participate in the MBA program). Personally Identifiable Information in this context includes both information that directly identifies an individual and data elements that, when combined, might reasonably allow for identification or the deduction of a person's identity. In the event Personally Identifiable Information subject to the restriction above is collected or inferred, Principals will immediately and securely delete any such information or data and notify the FCC within 1 hour of discovery.
8. Acknowledge that the FCC requires the Principals to anonymize identities of all service provider networks and any other application or service providers, or other involved parties, in publication or discussion of gathered data, except as otherwise specified in the Code of Conduct Addendum (if any). Information that must be anonymized includes, but is not limited to, IP addresses, autonomous system numbers, Uniform Resource Locators (URLs), and host names. The final decision regarding anonymization resides with the FCC unless written permission to be identified has been obtained by the Principal from the third-party service provider.
9. Not act, nor fail to act, if the intended consequence of such act or omission is to enhance, degrade, or tamper with the results of any test for any individual panelist or broadband or other service provider.
10. In the case of any publications authored based on this research, accord to the FCC the right for pre-publication review to verify adherence to the terms of this Code of Conduct, most especially the privacy provisions. The FCC has 30 days to raise any issues, in writing, to the authors. The FCC will solely limit its review to ensuring that the Principals have adhered to the provisions in the Code of Conduct (and addendum if any) and will specifically not make any judgement on the accuracy of the conclusions, methodologies, or other aspects of the research. FCC review neither constitutes peer review nor endorsement of papers generated as a result of this research.
11. The FCC has the right to terminate access to, or use of, the resources in an experiment or publication for failure to adhere to this Code of Conduct and addendum if any. The FCC will provide the Principals with written notice of its intent to terminate access to or use of the resources at least ten (10) days in advance of the termination date and provide the Principals the right to submit an objection. In the event of termination, the Principals shall dispose of the applicable data as instructed by the FCC.
12. The duration of the Agreement consisting of the clauses of this document is twelve months from the date of signature. The Principal may request renewal of this Agreement by providing thirty (30) days written notice to the FCC. Either party may terminate this agreement with thirty (30) days written notice to the other party. Upon any termination or the expiration of this Agreement, the Principals shall dispose of unprocessed or 'raw' MBA data, if such were provided, upon instructions from the FCC.