

## Altria Client Services Discarded Pack Data Request Form

General Information	
Title of Project:	
Principal Investigator:	
Institution:	
Date of Request:	
Geography Requested:	California 2023    DC Metro Q1 2024    NYC Q1 2024
Project Duration:	
Are you requesting data on behalf of a tobacco product manufacturer or a synthetic nicotine product manufacturer*? <div>Yes                      No</div>	
Contact person:	
Email:	
Phone:	

\* The term "tobacco product" means any product made or derived from tobacco that is intended for human consumption. This term may include, but is not limited to, product categories such as: e-cigarettes; cigarettes; cigars, chewing tobacco, snuff, or dip; hookah; pipe tobacco; snus; heated tobacco products; or oral nicotine products. The term "synthetic nicotine product" means any product that contains nicotine derived from a source other than tobacco and that is intended for human consumption. This term may include, but is not limited to, the same product categories as a "tobacco product."

## Research Team

List the name, institution, contact information, and role for anyone presently expected to contribute to this project (the “Research Team”). Add sections as needed. Applicants granted access to Discarded Pack data will be required to notify Altria Client Services of subsequent changes to this list, if any, in accordance with the Discarded Pack Data Terms of Use in Appendix A.

	<b>Principal Investigator</b>	<b>Co-Investigator</b>
<b>Name</b>		
<b>Email</b>		
<b>Phone</b>		
<b>Institution</b>		
<b>Mailing Address</b>		
	<b>Study Staff</b>	<b>Study Staff</b>
<b>Name</b>		
<b>Email</b>		
<b>Institution</b>		
<b>Role in project</b>		
	<b>Study Staff</b>	<b>Other, specify:</b>
<b>Name</b>		
<b>Email</b>		
<b>Institution</b>		
<b>Role in project</b>		

We will not share your contact information with other individuals or organizations without your permission, except as required by a valid order of a court or other government authority, or as otherwise required by law.

## **Additional Information about Proposed Study**

(Please provide the following information in an attachment to your request labeled as “Appendix B,” which is incorporated herein by reference.)

**A. Research Purpose:** Include study aims, hypotheses, or research questions, and how this data will be used to achieve these objectives. Please provide an overall analysis plan that specifies what analytic procedures or models you will use, including both descriptive and inferential statistics.

**B. Public Health Benefit:** In one paragraph, how does your proposed research with this data benefit public health?

**C. Presentation of Results:** Please describe how you will present the results (in a report, publication in a peer-reviewed journal, presentation at a scientific meeting, used for internal policy analysis, etc.).

**D. References and work cited (if any)**

## Principal Investigator Attestation

By signing below, I, the Principal Investigator, attest that:

- The information provided in this Discarded Pack Data Request Form is true and correct to the best of my knowledge;
- I have reviewed the Terms of Use for ALCS Discarded Pack Data, which are labeled as Appendix A and incorporated here by reference;
- I have the authority to agree to these Terms on behalf of myself, the Research Team, and Institution, and do so agree;
- The information provided in this Data Request Form and my agreement to the Terms of Use constitute material representations of fact upon which ALCS may rely in making determinations about access to this Data.

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Signature

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Name and Title (Print)

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Date

## **Appendix A**

### **Altria Client Services Discarded Pack Survey Data Terms of Use for External Investigators**

Altria is committed to promoting research and scientific knowledge in the field of illicit tobacco trade, and as part of this commitment, we have recently invested in Empty Discarded Pack (EDP) studies in key geographies. The study of EDP data provides valuable insights into consumer behavior, illicit tobacco prevalence, and the impact of public policies.

We believe broader access to this EDP data can facilitate research and contribute to the understanding of illicit markets, which are otherwise hard to study. Accordingly, Altria is making EDP data available for use in research studies conducted by qualified external investigators, subject to the Terms of Use set forth below.

#### **I. Definitions**

- A. “Principal Investigator” is the person primarily responsible for analysis and other use of EDP data.
- B. “Institution” is the university or institution (meeting the criteria in Section II.A.) at which the Investigator will conduct research using EDP Data obtained through these Terms of Use.

#### **II. Principal Investigator Criteria**

- A. The Principal Investigator must be affiliated with an institution of higher education; a research organization; a research arm of a government agency; or a nongovernmental, not for profit agency.
- B. The Principal Investigator must not work for, or on the behalf of, a tobacco product manufacturer or a synthetic nicotine product manufacturer.
- C. The Principal Investigator must complete, sign, and submit the online Data Request Form to apply for access to EDP Data.
- D. The Principal Investigator must commit to responsibly direct the Research Team and to use EDP Data in full compliance with these Terms of Use and all applicable laws or regulations.

#### **III. Scope of Proposed Research Studies**

- A. A proposed research study eligible for access to EDP Data must be on the subject of understanding and/or preventing the illicit tobacco marketplace.

- B. Applicants must provide a description of the scope and purpose of the proposed research study and attach this description to the online Data Request Form as “Appendix B.”

#### **IV. EDP Participant Confidentiality and Privacy**

- A. EDP data are confidential and shall be held in confidence by the Investigator and Research Team.
- B. No attempt will be made to identify any EDP participants, no individual-level data will be published or otherwise distributed, and no attempt will be made to link the EDP data to any individual, whether living or deceased, or with any other dataset.

#### **V. Additional Obligations and Acknowledgements**

The Personal Investigator and Research Team acknowledge and agree:

- A. That submitting a completed Data Request Form does not create a right of access to EDP Data. ALCS grants access to EDP Data in its sole discretion.
- B. That by granting access to EDP Data, ALCS does not confer ownership, title, or other legal interest in these data.
- C. That agreement to these Terms of Use and any activities performed with EDP data under these Terms of Use does not establish employment, consultancy, or agency between ALCS and the Principal Investigator/Research Team.
- D. To comply with any and all applicable federal and state laws or regulations relating to confidentiality, security, use, access, and disclosure of EDP data.
- E. That policies and procedures are in effect to implement and enforce any duties and obligations arising under these Terms of Use and applicable laws or regulations, and that compliance with such policies and procedures will be maintained, monitored, and enforced. The scope of this obligation includes, but is not limited to, reasonable measures to maintain the security of EDP Data and prevent unauthorized access.
- F. To promptly notify ALCS of (i) any change in institutional affiliation of the Principal Investigator or any other member of the Research Team, or (ii) the addition or removal of any member of the Research Team. Notification of change in institutional affiliation must be in writing and must be received by ALCS within 10 business days prior to the last day of

institutional affiliation. Notification of addition or removal of any member of the Research Team must be received by ALCS as soon as possible.

- G. That access to the contents of EDP data files or any files derived from EDP datafiles will be limited to personnel identified in the Data Request Form or, in the event of subsequent personnel changes, in written notifications to ALCS.
- H. That access to EDP Data may not be provided under any circumstance to another tobacco product manufacturer or to a synthetic nicotine product manufacturer or any person working for, affiliated with, or on behalf of another tobacco product manufacturer or a synthetic nicotine product manufacturer. In the event this prohibition is violated, and regardless of whether such violation is knowing or inadvertent, it is agreed that ALCS will suffer immediate, irreparable injury for which monetary damages are not adequate and will be entitled to seek injunctive relief in addition to any other remedies at law or equity that may be available.
- I. That the EDP Data will be used solely for the Proposed Study described in the Data Request Form. EDP Data may not be used for any other purpose without obtaining ALCS' prior written consent.
- J. That if the research requires Institutional Review Board approval, such approval has been obtained and will be renewed as necessary, and that documentation of such approval will be provided to ALCS upon request.
- K. To report any unauthorized access, use, or disclosure of data in writing to ALCS within one (1) business day of becoming aware of such access, use, or disclosure.
- L. That any books, articles, conference papers, theses, dissertations, reports, or other public documents based in whole or in part on EDP Data may contain aggregate data, derivatives or analyses thereof, and conclusions, but may not include any item of data that represents an individual.
- M. That any books, articles, conference papers, theses, dissertations, reports, or other public documents based in whole or in part on EDP Data will contain a bibliographic citation to be provided by ALCS.
- N. That ALCS will bear no responsibility for your use of the data or for your interpretations based upon such use.
- O. To provide ALCS with:
  - 1. Copies of public presentations that have been presented at

professional meetings using results based on EDP Data or derivatives or analyses thereof;

2. A listing of papers that have been published using EDP Data, or derivatives or analyses thereof, with complete citations;
3. A listing of any research staff that have used the EDP data, or derivatives or analyses thereof, for dissertations or theses that have been finalized, the titles of these papers, and the date of completion.

- P. EDP data must be stored in a secured location, such as a password protected computer or server, with access limited to current members of the Research Team.

## **VI. Violations and Remedies**

The Personal Investigator and Research Team acknowledge and agree:

- A. To notify ALCS in writing within one (1) business day of becoming aware of circumstances which prevent compliance with these Terms of Use or applicable laws and regulations.
- B. To notify ALCS in writing within one (1) business day of becoming aware of a violation or reasonably suspected violation of these Terms of Use or applicable laws or regulations.
- C. To respond fully and in writing within ten (10) working days after receipt of any written inquiry from ALCS regarding compliance with these Terms of Use or any applicable laws or regulations.
- D. To take immediate steps to cure known or reasonably suspected violations of these Terms of Use or applicable laws or regulations, mitigate potential damages, and prevent recurrence.
- E. That ALCS reserves all rights and remedies in the event of a violation of these Terms of Use or applicable laws or regulations, and that such rights and remedies include, but are not limited to, revoking access to EDP Data, requiring destruction of the provided EDP datafiles and any derivative datafiles and analyses, denying future access to EDP Data, and reporting the violation to relevant stakeholders or the public.
- F. To the extent permitted under the law, to indemnify, defend, and hold harmless ALCS from any or all claims and losses accruing to any person, organization, or other legal entity as a result of Investigator's or research staff's acts, omissions, or breaches of this Terms of Use.