



Business Services

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Faculty Use Agreement – Prolific Academic (Prolific)

Purpose: Payment of Research Participants

Project Name: _____

To assist with your research project, you have requested to purchase Prolific Academic’s (“Prolific’s”) cloud-based, crowd sourcing platform service. Business Services have reviewed the Prolific Academic Researcher Terms of Service (hereafter the “Agreement”). You may find a copy of that agreement at this link: [Researcher Terms](#). Please note that the Agreement itself contains multiple links to a number of documents, all of which are part of the Agreement. The Agreement includes verbiage that is either problematic from a business perspective, is unacceptable under State of Wisconsin purchasing requirements, and/or that UWL generally does not accept, thus necessitating you to make a discretionary business judgment determination.

The most troublesome terms found in the Agreement are an “indemnification” clause and also a clause that suggests that Prolific may amend any term/condition of the Agreement at any time, meaning that it has the ability to commit the researcher (and therefore the University) to terms and conditions in the future that the University originally would not have agreed to when first contracting with Prolific. Regarding the matter of indemnification in particular, the State cannot indemnify Prolific Academic for claims made against it relating to use of Prolific’s services. Additionally, the Prolific Agreement contains certain payment terms, which will require vigilant monitoring on behalf of the Researcher if the Prolific Academic services are to be used. For example, Prolific will charged monthly “Dormant Account Fees” if the Researcher Account remains inactive for a period of 18 months.

There is no “master” UWL account with Prolific. Since the Prolific account will be in the researcher’s name, there is the possibility that the researcher may be personally sued by Prolific (or another party) for claims resulting from that use.

I understand and agree to the following requirements of using Prolific’s Services:

1. I will only provide and use my UWL email address for the account and not my personal email address.
2. I will only provide and use my UWL telephone number for the account and not my personal phone number.
3. I will only use my campus mailing address for the account and not my personal address.
4. I will only pay for the Prolific charges with a University Procurement Card (PCard) and not my personal credit card.
5. I shall also return any unused funds to the University and close the Prolific Researcher Account prior to the account going inactive for a period of 18 months (and thereby accumulating Dormant Account Fees).
6. I will follow the Processing Guidelines and Payment Reconciliation Instructions provided by Business Services.

(Signature Page Follows)

If you acknowledge that you have read and understand this agreement and believe that it is in UWL's best interest to use the Prolific service on behalf of your research project, subject to those terms, then please sign this document below, granting your assumption of the problematic terms, accepting the associated risks, and assuring compliance with all the terms of the Agreement and this letter.

By: _____
PRINCIPAL INVESTIGATOR SIGNATURE PRINTED NAME DATE