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Faculty Use Agreement – Amazon Mechanical Turk (MTurk)

Purpose: Payment of Research Participants

Project Name: _____

To assist with your research project, you have requested to purchase Amazon’s Mechanical Turk (MTurk). Purchasing has reviewed Amazon’s Mechanical Turk Participation Agreement (hereafter “Agreement”). You may find a copy of that agreement at this link: [Participation Agreement](#). 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.

Amazon will not change the terms of their Agreement. The most troublesome terms found in the Agreement are a number of references to “indemnification” clauses, “applicable law” clauses, and “arbitration” clauses. Regarding the matter of indemnification, the State cannot indemnify Amazon for claims made against it relating to MTurk. Regarding applicable law language in the Agreement, Amazon wants disputes to be heard in the State of Washington courts. However, the State of Wisconsin is only willing to agree to have disputes heard in Wisconsin Courts. Lastly, regarding arbitration clauses, Wisconsin has rules prohibiting us from arbitrating claims.

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

I understand and agree to the following requirements of using Amazon’s MTurk 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 MTurk charges with a UWL Purchasing Card (PCard) and not my personal credit card.
5. I will follow the Processing Guidelines and Payment Reconciliation Instructions provided by Business Services.

If you acknowledge that you have read and understand the referenced documents and believe that it is in UWL’s best interest to use the MTurk 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, assuring compliance with all the terms of the Agreement and this letter.

By: _____
 PRINCIPAL INVESTIGATOR SIGNATURE PRINTED NAME DATE