

# Data Sharing Terms

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These terms apply to the sharing of data relating to the Youth Talks initiative (the "**Data**") by the Higher Education for Good Foundation, a Swiss foundation having its seat in Geneva ("**we**", "**us**" or the "**Foundation**") with individual researchers or research institutions ("**you**" or the "**Partner**"), based on a specific research project submitted to the Foundation (the "**Research Proposal**").

## 1. DATA SHARING

### 1.1 Shared Data

We will decide in our sole discretion what Data we share with you.

We will provide you with access to the Data within our information technology environment and/or with the possibility to download all or part of the Data, at our discretion.

### 1.2 Intellectual property rights

When referring to "**IP**", we mean all intellectual property rights and similar rights, whether or not registered or registerable, including without limitation rights in patents, inventions, trademarks, copyrightable works, designs, corporate names, domain names, software (incl. source codes), trade names, blueprints, data bases, know-how, trade secrets, confidential business or technical information (in particular customer lists) and other intangible rights.

All IP in the Data is and will remain our sole property. We grant you, for as long as we grant you access to the Data, a limited, free (unless any royalty or other payment have been agreed separately with you), non-exclusive, non-transferable, and revocable license without the right to sublicense to access, copy, and use the Data for the sole purposes described in the Research Proposal and for no other purposes. Any commercial use of the Data is prohibited.

All new IP in the results based on the Data that is created by you, your representatives, staff members or other authorized individuals accessing the Data on your behalf ("**Research Outcomes**") will be your sole property. You will ensure that no third party (including none of your representatives, staff members or other authorized individuals accessing the Data on your behalf) own any IP in the Research Outcomes and have appropriate written agreements in place assigning all IP rights in the Research Outcomes to you. You will not incorporate the Data into any open-source software, i.e. software that is licensed under a license that, by its terms, requires that the proprietary code of the software (i) be made available or distributed, (ii) be licensed under terms that allow such code to be reverse engineered, reverse assembled or disassembled (other

than by operation of law), or (iii) be redistributable at no license fee. You hereby grant us a perpetual, non-exclusive, free, irrevocable, worldwide, transferrable, unrestricted license to use, modify and distribute directly and indirectly any such IP in Research Outcomes, with the right to sublicense (through multiple tiers), for non-commercial purposes. You will promptly share with us a copy of the Research Outcomes upon their creation.

## 2. PUBLICATIONS

You will share with us at least 30 days before the contemplated date of publication, a draft of any type of publication, presentation or other distribution of the Research Outcomes to a public audience, in oral or written format.

If you publish, present distribute or otherwise make publicly available the Research Outcomes, you will acknowledge our contribution as follows: "*All intellectual property rights in the data used in this work are the sole property of to the Higher Education for Good Foundation. The author(s) alone is/are responsible for the views, positions or policies expressed in this work and they do not necessarily represent those of the Higher Education for Good Foundation.*"

## 3. CONFIDENTIALITY

### 3.1 Confidentiality

You will keep the Data confidential and not use it for any purposes other than the purposes described in the Research Proposal. You will safeguard the Data with at least the same standard of care that you generally applies to your own data of a similar nature, and in accordance with good industry practice.

You will not disclose any Data to third parties without our prior written approval, except to your representatives and/or staff members who (i) need to receive the Data for the purposes described in the Research Proposal, (ii) are made aware of the confidential nature of the Data, and (iii) are bound by obligations of non-use and non-disclosure equivalent to those set forth in these terms. You are responsible for any disclosure or use of Data by your representatives and/or staff members.

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## 3.2 Security

You are responsible for implementing appropriate security measures within your sphere of control when using telecommunication networks and electronic devices to access or download the Data. You must keep any account and log-in information confidential and protect it from misuse by unauthorized parties.

## 3.3 Data protection

In principle, the Data will only include non-personal, aggregated data. You will not intentionally attempt to identify any individuals to whom the Data relates or who could otherwise be identified based on the Data, whether by decompiling, cross-referencing or reverse engineering or by any other technical or non-technical means. If you become aware that the Data made available to you includes personal data, you will inform us immediately.

In specific cases, we may agree to share Data that includes personal data, such as photos, videos or voice recordings shared by Youth Talks participants. In such cases, you will (a) process any such personal data as a separate data controller in accordance with applicable data protection laws (including the Swiss federal data protection act); (b) to the extent permitted by applicable data protection laws, notify us of any data subject's request you receive in connection with the personal data being part of the Data and provide us with the opportunity to comment on the response to be made to such request; (c) upon our request, assist us in complying with our obligations under applicable data protection laws in connection with the personal data being part of the Data; and (d) notify us immediately upon becoming aware of a personal data breach.

## 4. NO WARRANTIES; LIABILITY

### 4.1 No warranties

Any Data provided hereunder is provided 'AS IS'. We make no representations or warranties, express or implied, with respect to the Data, including no warranties regarding the title, non-infringement, accuracy, completeness, merchantability or suitability for any purpose of the Data.

### 4.2 Liability

Our liability for any damage arising directly or indirectly out of or in connection with the Data and/or our obligations under these terms is excluded to the fullest extent permitted by law.

## 5. TERM AND TERMINATION

### 5.1 Term

We may share the Data with you for a fix term or an indefinite duration, as we deem appropriate in view of the Research Proposal.

### 5.2 Termination

We may terminate your access to the Data at any time and at our discretion.

You may notify us at any time that you no longer require access to the Data.

### 5.3 Consequences of termination

Within 30 days of termination, you will (a) permanently delete the Data from all your devices and systems; and (b) confirm to us in writing that you have complied with this obligation.

Clauses 1.2, 2 and 3 shall survive termination.

## 6. MISCELLANEOUS

### 6.1 Amendments to these terms

We reserve the right to modify the Data or these terms at any time. We will inform you in the event of modification of these terms.

### 6.2 Notices

You should send all requests, notices and other communications under or in connection with these terms or the Data to the following e-mail address: [●].

We may send you requests, notices and other communications (including termination or amendment notices) under or in connection with these terms or the Data by any written communication channels we deem appropriate, including e-mail.

### 6.3 Governing law; jurisdiction

Any dispute between you and the Foundation arising from or in connection with these terms or the Data shall be construed, interpreted and governed by Swiss law, to the exclusion of conflict of law rules.

The exclusive jurisdiction for any dispute arising from or in connection with these terms or the Data shall be with the courts of the Canton of Geneva, Switzerland.

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On behalf of the **Higher Education for Good Foundation**

Date of signing: October 23<sup>rd</sup>, 2024

Ms. Marine Hadengue, CEO

*Marine Hadengue*

On behalf of

Date of signing: