

User Agreement

between

**ZEW – Leibniz-Zentrum für Europäische Wirtschaftsforschung
GmbH Mannheim**

L 7, 1, 68161 Mannheim

– hereinafter referred to as the Data Provider –

and

Name: _____

Complete Private Address: _____

Data Recipient'Affiliation:

(If any) Supervisor: _____

University / Institution: _____

Complete Address: _____

– hereinafter referred to as the Data Recipient –

the following User Agreement shall be concluded:

§ 1

The Data Provider will provide the anonymized data of the

Estimation sample of the ZEW ICT Survey which is used in the paper "IT Outsourcing and Firm Productivity: Eliminating Bias from Selective Missingness in the Dependent Variable".

– hereinafter referred to as database. The term database shall also refer to parts of the database and duplicates of the database.

§ 2

- (1) The database may be used exclusively for the purpose of a replication study and further original research.

The database may not be processed or used for any other purposes; in particular commercial or any other business purposes involving expert opinions – free of charge or against payment – for private or public clients is not permitted. The parties shall conclude a separate agreement for such purpose.

- (2) The project will start on _____ and will end on _____. Reference is made to § 7 hereunder.
- (3) In case the research project is prolonged the Data Recipient shall be obliged to reapply for extended use of the database.
- (4) The parties have decided that the data provision will be free of charge.
- (5) In the event that the provided data are not used in accordance with the Agreement the Data Recipient shall be liable for any damage incurred to the Data Provider and shall indemnify the Data Provider and hold harmless the Data Provider of and from any third party claims. The Data Recipient shall not be held liable if it can prove that it exercised due diligence in view of the circumstances of the case. The Agreement may be terminated according to § 8.

§ 3

- (6) Individual statistical data from other sources must not be combined with the database.
- (7) The Data Recipient shall refrain from any actions which is intended or suited to deanonymize the individual statistical data contained in the database.
- (8) Should the individual anonymized data in the database be deanonymized, even if this is not the result of intended action, the Data Recipient shall keep secret such individual statistical data and inform exclusively and without delay the Data Provider at first by phone and then in writing about the deanonymisation and the circumstances involved.

§ 4

- (1) The Data Recipient shall take appropriate technical and organizational measures to ensure that exclusively the persons specified under § 4, paragraph 1 have access to the database and that any and all other requirements under the Data Protection Act are met.
- (2) Any data media used for data storage while processing and using the database shall be kept under lock and key.

- (3) The Data Recipient shall ensure that its data protection activities meet the requirements which are applicable for the Data Provider depending on the way the data will be processed. The Data Recipient shall grant the Data Provider the right to
- a) request information,
 - b) enter its premises or facilities during operating and business hours and to carry out inspections and audits, and
 - c) inspect business documents and data processing programmes,
- to the extent that it is necessary according to this agreement to monitor data protection activities.
- (4) The Data Recipient may not commission third parties (sub-contractors, self-employed persons, or free-lancers) to process or use the database. Failure to comply with this provision shall entitle the Data Provider to terminate this agreement without notice.
- (5) The Data Recipient is obliged to announce any loss or deterioration of the database and any infringements of the database by third parties to the Data Provider.

§ 5

- (1) At least 4 weeks prior to each publication the Data Recipient shall provide, on its own initiative, a copy of the work to the Data Provider for the purpose of verifying whether individual data can be identified. In such case the Data Provider shall be entitled to order the Data Recipient not to publish such passages.
- (2) Should the Data Recipient publish results based on its work with the database, it shall be obliged to send to the Data Provider, at the latest one month after publication and free of charge, a copy of the publication with reference to the User Agreement.
- (3) The Data Recipient undertakes to always cite the database as source in its publications in the following manner:

ZEW ICT Survey, ZEW, Mannheim, Germany.

§ 6

The Data Recipient shall be obliged to delete the database and any backup copies, selected files and auxiliary files at the latest at the end of the research project or upon the termination of the User Agreement. The Data Recipient shall confirm promptly in writing that the database has been deleted.

§ 7

- (1) Both the Data Provider and the Data Recipient shall be entitled to terminate the Agreement at any time on two months notice. The parties shall comply with § 7.
- (2) The right to terminate the Agreement for cause shall remain unaffected. The termination for cause is justified, if there is good cause. The parties agree that a failure to meet the data protection requirements set forth hereunder or partial compliance with said requirements constitute good cause. The notice must be given in writing and at the latest two weeks following the date when either party became aware of the event constituting good cause.

§ 8

- (1) If there is a breach of any obligation of § 2-4 and 6, a contractual penalty of Euro XXX.XX will be due. The contractual penalties become due if any violation of the obligations became evident.
- (2) In severe cases the Data Recipient may be excluded from any further data supplies by the Data Provider.

§ 9

- (1) No oral understandings exist with respect hereto. Any modifications or amendments hereto shall not be effective unless agreed to in writing. Agreements modifying the requirement of writing according to clause 1 shall not be effective unless agreed to in writing.
- (2) Should any provision of this agreement be or become ineffective, the validity of the remaining provisions of this Agreement shall not be affected. Such provision shall be reinterpreted or amended so as to meet its intended commercial purpose.
- (3) This Agreement will enter into force on the date of signature by the last party.
- (4) Mannheim will be the place of legal jurisdiction.

§ 10

- (1) Each party shall receive a signed counterpart of this Agreement.
- (2) The contract is governed by German law.

Centre for European Economic Research (ZEW) Mannheim

Mannheim, __.__.20__

Thomas Kohl
Director

Prof. Dr. Irene Bertschek
Head of the ZEW Research Department
Digital Economy

Data Recipient:

_____, __.__.20__

(legally binding signature)

(If any) Supervisor:

I assure that I request the data recipient to use the database only within the research project designated in § 2 of this agreement and to comply with all necessary data protection rules mentioned above.

_____, __.__.20__

(legally binding signature)