Between

the
Bertelsmann Stiftung
Carl-Bertelsmann-Str. 256
33311 Gütersloh, Germany
- represented by Isabell Hoffmann -
- hereinafter called the "Foundation" -

and

-hereinafter called the "data recipient"-

Honorific

Title

First Name

Last Name

Institution

Street

Postcode

City

Country

Email

hereby conclude the following Data Distribution agreement in connection with the program

Europe's Future, project eupinions

Article 1 – Subject of the Agreement

As part of Bertelsmann Foundation, the project eupinions grants the data recipient the non-exclusive non-transferable right of use of the data that is collected as part of the eupinions trends series (henceforth referred to as 'eupinions trend data').

Article 2 – Restrictions to the right of use

2.1   The data recipient agrees not to forward the data to any person or institution other than those listed in section 2.4 who are working on the research project stated in section 2.3 and have agreed to the data protection regulations. This also goes for any modified data.

2.2   The data must only be used for the data recipient's own research. In particular, using the data for any other scientific or commercial use is forbidden.

2.3   Use of the eupinions trend data is only allowed in the following research project:

Title of your Project:

In general, the *eupinions trend data* must exclusively be used for the purpose of this particular project. However, should the principal investigator (see, 2.4) of the project specified in 2.3 wish to utilize the *eupinions trend data* for work not directly related to that very project, they can ask the Foundation for written consent to do so.

2.4   The data must only be used by persons who are employed at the data recipient's institution and who are part of the team working on the project stated in 2.3.

Project principal investigator:

Other project staff:

2.5   The data recipient must ensure that the persons listed in 2.4 adhere to the regulations that are outlined as part of this contract and that, in doing so, they treat the eupinions trend data in line with the legal provisions on the protection of personal data.

2.6   De-anonymization measures that lead to the identification of individuals in the dataset are not permitted. Publication of individual datasets is not allowed, as is the merging of eupinions trend data with other non-anonymized datasets. Linking eupinions trend data with other individual and household data (e.g. by statistical matching) is only permitted after written approval from the Foundation.

2.7　　The data recipient is responsible to for taking the necessary technical and organizational measures needed to ensure the protection of personal data according to the European General Data Protection Regulation (GDPR) as well as the respective national data protection laws.

2.8　　The data recipient agrees to inform the Foundation of any use and/or citation of eupinions trend data in published work. In addition, the data recipient agrees to make all publications based on eupinions trend data available to the Foundation free of charge.

2.9　　With the signing of this agreement, the data recipient allows the Foundation, and the project eupinions in particular, to write and publish a brief summary of those publications that stem from the project stated in 2.3 and are based on eupinions trend data on the eupinions online blog (see: https://eupinions.eu/de/blog/).

2.10　　With the signing of this agreement, the data recipient agrees to cite the eupinions trend data in all publications that use this dataset. We recommend the following citation:

eupinions (20xx) 'eupinions trends 20xx - 20xx, Globalization and the EU – Threat or Opportunity (2018)', Bertelsmann Stiftung, URL: https://eupinions.eu/de/home

2.11　　In terms of online communication, the data recipient agrees to link https://eupinions.eu/de/home on the online presence of their own project. Should the opportunity arise, the Foundation would welcome the use of the twitter handle @eupinions for social media purposes.

Article 3 – Remuneration

The Foundation agrees to provide the eupinions trend data to the data recipient free of charge.

Article 4 – Termination of Agreement

The right of all persons listed under 2.4 to use the eupinions trend data ends in case he or she leaves the data recipient's institution or if that institution is dissolved, taken over or re-established as a new institution. This is also the case if the same person continues the project at a different institution. In this case a new data distribution contract needs to be signed. If the data recipient breaches any provisions of this Agreement, the Foundation is entitled to prohibit the data recipient from using the materials with immediate effect. In such a case, this Agreement will be terminated automatically upon prohibition. The Foundation in such cases also reserves the right to take legal steps, including without limitation claiming damage. The data recipient is required to delete any of the eupinions trend data received up to this point.

Article 5 – Final Provisions

5.1　　This Agreement sets forth all the rights and duties of the parties. Amendments and additions hereto shall only be valid if agreed in writing; the same shall also apply to any waiver of the requirement of the written form. This Agreement contains the whole of the agreements made between the parties.

5.2   Should any of the provisions of this Agreement or any agreement concluded on the basis of this Agreement be or become invalid, the parties shall have a duty to replace such invalid provision without delay by an amending agreement which most nearly corresponds in sense and purpose to that intended by the invalid provision. If need be, the invalid provision shall be deemed replaced by such agreement. This Agreement as a whole shall nevertheless remain in full force and effect.

5.3   This Agreement shall be governed by the law of the Federal Republic of Germany. The place of performance and the legal venue for all disputes arising from and in connection with this Agreement shall be Gütersloh.

Place; Date

Signature

Berlin,

Isabell Hoffmann
Bertelsmann Stiftung