

AGREEMENT FOR ACCESS TO OR PROVISION OF LISER DIGITAL FILES

By and between

The Luxembourg Institute of Socio-Economic Research (LISER)

for the first part,

And

hereinafter referred to as the User in respect of this request

for the second part.

It has been agreed as follows

Article 1: Purpose

The purpose of this agreement is to set out the conditions under which digital files are made available to the User by LISER. Making such files available in no way constitutes a transfer of ownership to the User.

The files made available are as follows:

Cross-border Worker Mobility Survey (EMF)

The availability and usage of the above mentioned data is permitted for the following project (describe the project in about 150 words):

The date of expiry of this agreement is: ____/____/____



Article 2: Identity of the User of the files made available

This agreement is valid for one single user; if the project envisages several users, each one must complete and sign a separate agreement.

User:

Surname: _____

First Name: _____

Institution: _____

Department: _____

Role: _____

e-mail: _____

Telephone: _____

Full address: _____

Article 3: Format and medium for delivery of data

Available or desired format: _____

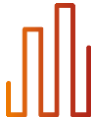
Media according to confidentiality level:

- File Transfer Protocol (FTP), a service set up by LISER's IT department
- or
- Portable media (CD-Rom, DVD-Rom, USB stick) with encryption (password sent by e-mail)
- or
- File sent by e-mail (low confidentiality level) to the following address:
- or
- Access granted solely by physical attendance at LISER and using an individualised, secure IT account (*)

() In this case, only the results of processing can be retrieved. The right to export the results is granted by the LISER supervisor whom the user will have identified in Article 4 of this agreement.*

Article 4: Rights of use and identification of a supervisor at LISER

LISER authorises the User of digital data that has been made available to do whatever processing is necessary for the research work. The data cannot be passed on to a third party. Consulting and using the database in no way implies a transfer to the User of rights of ownership to the database. It is to be noted that, in accordance with



Article 67 of the amended law of 18 April 2001 ^(*) on authorship and related rights and databases, it is not permitted "to extract or re-use all or a substantial proportion, either in terms of quality or quantity, of the content of a database [without the consent of the creator]", nor "to extract or re-use repeatedly and systematically small portions of the content of a database which would be contrary to the normal usage to which such a database would be put or which could cause unjustifiable prejudice to the legitimate interests of the database creator".

For your project and your request to access the data (provision), please supply the name of your supervisor (hereinafter referred to as the Supervisor) at LISER:

Surname: _____

First Name: _____

Department: _____

LISER brings to the User's notice that the supervisor **must** be a LISER employee. This employee should have a good knowledge of the database that is to be made available by virtue of this agreement. The LISER supervisor is guarantor of and responsible for the data extraction arising from the User's work.

Article 5: Legal Notice

The notation "© ORIGINE LISER: RIGHTS RESERVED TO LISER 2017" is to be added to all articles, reports, and documents making reference either directly or indirectly to a database belonging to LISER. This notation is to be followed by the name of either the files or the Project as set out in Article 1 of this agreement.

Article 6: Liability

LISER accepts no liability for errors or omissions occurring in the context of the work carried out by the User in charge of the Project.

LISER does not approve or disapprove the opinions expressed in visitors' work which must be considered as proper to their author(s).

LISER reserves the right to update the data on its own machines without advising the User. Consequently, the User has no right to compensation or replacement of data.

Article 7: Competent jurisdiction

All disputes related to this contract are to be brought before the Courts of Luxembourg in the town of Luxembourg. Applicable law is that of Luxembourg.

^(*) This English translation in italics is not legally binding and is used for information purposes only. The original French version only is legally binding: "l'extraction ou la réutilisation de la totalité ou d'une partie substantielle, évaluée de façon qualitative ou quantitative, du contenu d'une base de données [sans l'accord du producteur] », ainsi que « l'extraction ou la réutilisation répétées et systématiques de parties non substantielles du contenu d'une base de données, qui seraient contraires à l'exploitation normale de cette base de données ou qui causeraient un préjudice injustifié aux intérêts légitimes du producteur de la base »



Article 8: Declaration of confidentiality

This article sets out the conditions for access to confidential statistical data for scientific purposes, the duties of researchers, and the measures for respecting the confidentiality of statistical data.

In addition, when using LISER microdata, the user must abide by the following rules and statements:

- I will use the microdata solely within the context of my research, or for educational purposes; I will never use microdata for commercial purposes.
- I will abide by the strict rules of confidentiality in my usage of microdata. I will never try to check the identity of individuals or households in the microdata. I will abstain from any attempt to view, examine, or print information relating to individuals or households.
- I will not disclose to anyone the ID and password of the user account supplied by LISER, if relevant.
- I consent to submit to the LISER supervisor, named in Article 4, all articles, reports, and results arising from using LISER microdata. I will use the legal notice about LISER's ownership of the data provided for in Article 5 of this agreement for this purpose.
- I understand that if I contravene any of the provisions listed above, it will lead to the immediate termination of this agreement and the blocking of access to all of LISER's services, either temporarily or permanently.

The User recognises that (s)he has a duty of discretion about anything concerning the information that (s)he will have become aware of whilst this agreement is in operation.

The User declares that (s)he is aware of Articles 18 and 28 of the law of 3 December 2014 ^(**) on the organisation of public research centres and concerning intellectual property and professional secrecy.
(<http://www.legilux.public.lu/leg/a/archives/2014/0260/a260.pdf#page=2>)

Art. 18. Intellectual property

(1) The products, processes and services emanating from a research, development and innovation project of a public research centre shall be the property of the public research centre unless otherwise stated by different contractual provisions. The public research centre shall take the necessary steps to ensure the protection, management and enjoyment of its intellectual property rights.

(2) The sharing or transfer of products, processes and services emanating from a research, development and innovation project or from scientific and technical cooperation with third parties, shall be the subject of an agreement between the public research centre and its partners prior to the commencement of the project or cooperation.

(3) Said agreement must resolve the allocation of intellectual property rights deriving from the project along with the conditions for the distribution of any income that may arise from a transfer or licensing of property rights.

Art. 28. Professional Secrecy

(1) The representatives and staff of public research centres governed by this law must maintain professional secrecy as regards anything concerning the data, processes, software, or any other intellectual creation emanating from the public research centre

(2) The duty of professional secrecy extends to anyone who, for whatever reason, collaborates with a public research centre and has, in this context, access to data, processes, and software, or any other intellectual creation emanating from the public research centre.



(3) The staff and any person collaborating with public research centres who disclose facts of which they have become aware whilst carrying out their duties or in the context of their collaboration with the public research centre will be punished in accordance with the penalties provided for in Article 458 of the Criminal Code.

Prepared in duplicate.

Luxembourg, (date).....

Luxembourg, (date).....

for the User

for the Supervisor

Luxembourg, (date).....

for the General Director of LISER

(**) This English translation in italics is not legally binding and is used for information purposes only. The original French version only is legally binding:

Art. 18. Propriété intellectuelle

(1) Les produits, procédés et services résultant d'un projet de recherche, de développement et d'innovation du centre de recherche public sont la propriété du centre de recherche public sauf dispositions contractuelles différentes.

Le centre de recherche public prend les dispositions nécessaires pour assurer la sauvegarde et la gestion de ses droits de propriété intellectuelle ainsi que la valorisation de ces derniers.

(2) Le partage ou le transfert de produits, procédés et services pouvant résulter d'un projet de recherche, de développement et d'innovation ou bien d'une coopération scientifique et technique entrepris avec des tiers, fait l'objet d'une convention à conclure entre le centre de recherche public et les partenaires avant la mise en œuvre du projet ou bien de la coopération.

(3) Cette convention doit régler l'attribution des droits de la propriété intellectuelle découlant du projet ainsi que les modalités pour la répartition des revenus pouvant résulter d'une cession de droits de propriété ou d'une attribution de licence.

Art. 28. Secret professionnel

(1) Les organes et le personnel des centres de recherche publics régis par la présente loi sont tenus au secret professionnel en ce qui concerne les données, processus et logiciels ou toute autre création intellectuelle du centre de recherche public.

(2) L'obligation au secret professionnel s'étend à toute personne qui, à un titre quelconque, collabore avec un centre de recherche public et a, dans ce contexte, accès à des données, processus et logiciels ou à toute autre création intellectuelle du centre de recherche public.

(3) Le personnel ainsi que toute personne collaborant avec les centres de recherche publics qui révéleraient des faits dont ils ont pris connaissance dans l'exercice de leurs fonctions ou dans le cadre de leur collaboration avec le centre de recherche public seront punis des peines prévues à l'article 458 du Code pénal."