**Charging data application and agreement**

**Process conditions and disclaimer**

* The Data Owner decides whether direct access will be granted to the Applicant or specific analysis results will be shared with the Applicant. Filling out this request form is no guarantee the Applicant will be granted access to ( parts of ) the charging data or analysis results will be shared. In case access to the charging data from multiple Data Owners is requested and accepted, a recipient shall have to sign an agreement with each Data Owner separately.
* In case of granted access, the Applicant, now Recipient, may be allowed access to the computational server environment of the Data Manager. This digital environment provides the opportunity to execute data analysis applying computational algorithms written in “R”. The Recipient will receive an temporary account through which he or she can access the agreed set of charging data as described in part A.
  + In case the Data Owner agrees to share specific analysis or results (instead of granting access to the charging data), a researcher from the Data Manager will execute the data analysis. A report will be sent to the Data Owner and the Recipient.
* The Recipient may be requested to share the results or conclusions of the research and applied data analysis methodologies with the Data Owner as part of the agreement.
* Recipient may be required to comply with intermediate evaluations.
* Only well-balanced proposals will be considered.
  + The amount of data requested and number of accounts requested should match the extent of the explanation provided.
  + The requested data should be strictly necessary for answering the research questions and achieving the research goal.
* Data sets containing personal data will not be shared.
* Research with commercial purposes will in most cases not be supported.
* All persons granted access will have to confirm adhering to the conditions of the agreement using Annex I.

**Part A - Request**

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| --- | --- |
| 1. DATA APPLICANT – THE RECIPIENT | |
| Organisation |  |
| Department / Program / Study |  |
| Contact person name |  |
| Phone |  |
| Address |  |
| Email |  |
| Other parties involved |  |

|  |  |
| --- | --- |
| 1. THE PURPOSE | |
| Research Goal |  |
| Research Context |  |
| Research Questions |  |
| Results |  |
| Application of  Research Results |  |
| Description of intended data-analysis |  |
| Description of  communication on results |  |
| Description of requested participation by Data Owner |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. INFORMATION REQUEST | | | | | | | | |
| *Applicant  personal details* | *This is the date you start and finish your work activities on the project* | | *Cross the cities and regions of which you request data access* | | | | | |
| **Name** | **Start date** | **End date[[1]](#footnote-2)** | **Amsterdam** | **Rotterdam** | **The Hague** | **Utrecht** | **MRA-E** | **SGZH** |
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| State the type of data required and the period.  *Charging data is in the computational server from January 2014 onwards.* | | |
| **Type of data** | **Period** | |
| **Charging data from** | **Charging data till** |
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| Explain why this level of access to the data is required for the research. Specifically pay attention to data that may indirectly infringe the privacy or commercial interests of any involved. | | |
| Type of data and any privacy issues  Geographical scope and number of Data Owners involved  Period covered by data  Number of researchers requiring access | | |

**Part B – Specific terms**(completed by Data Owner or Data Manager)

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| --- | --- |
| **Specific terms**  The Data Owner can decide on specific terms that regulate the data access. Terms can be standardised additional terms set for all applications at the Data Owner, or application specific terms. | 1. … 2. … 3. … 4. … |
| **Reimbursement**  Reimbursement of expenditure from Applicant to Data Manager  (excluding VAT). Reimbursement is to be settled before data access. | € |

**Part C – Signatures**

Recipient and Data Owner agree to share charging data under the terms in Part A, B and D of this document. This agreement only covers the data owned by the Data Owner.

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| Signature Recipient |  | |
| Organisation |  |
| Name |  |
| Date |  |
| Signature Data Owner |  | |
| Organisation |  |
| Name |  |
| Date |  |

**Part D – General conditions**

1.The Data Owner intends to disclose data stated in part A (hereafter: Data) to the Recipient for the sole purpose of the research project mentioned above (the Purpose).

2. The Recipient is obliged to exclusively use the Data for the Purpose, unless having received a prior written agreement of Data Owner stating otherwise.

3. Recipient may disclose the Confidential Information Discloser only to its supervisors and professional advisors having a need to receive such Information with regard to the Purpose. Accordingly, the Recipient shall be responsible and liable hereunder for anyone allowed access to the Data through the Recipient.

4. The recipient will ensure that all staff and advisors allowed access to the Data sign the Non-disclosure statement (Annex I). The Recipient will register anyone allowed access to the Data. The registry and the statements will be made available immediately to the Data Owner upon the first request.

4. The Recipient does not in any form or way disclose the Data or the knowledge resulting from these activities, other than with the written permission of the Data Owner.

5. The Recipient does not acquire ownership or co-ownership of the Data and all its derivations.

6.The conditions as mentioned in s in clauses 2 till 5 above apply to all of the Data disclosed by the Data Owner to the Recipient, regardless of the way or form in which it is disclosed or recorded, but they do not apply to:

1. any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
2. any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Data Owner.

7. The Recipient will not create any copies, digitally or hardcopy of the Data disclosed by the Data Owner.

8. The Recipient can only publicly report research results (thesis/research report/paper) after having received a prior written permission of the Data Owner. A report can possibly be featured as 'under embargo’. Also, after the completion of the research period and outside the context of the study program, the recipient will not publish the undertaken research without prior written permission of the Data Owner

In order to get written permission:

1. The Recipient will provide a copy of each proposed publication of research results based on the Data to the Data Manager.
2. Within thirty days the Data Owner will assess the proposed publication to identify data or research results that might harm the legitimate interests of any individuals, contractors or project partners of the Data Owner.
3. During the assessment period the Owner and Data Manager have the right to request the Recipient to further anonymize or remove identified data or research results from the publication.
4. After a publication has been assessed, the publication can be published repetitively without additional assessment by the Owner or Data Manager.
5. The Recipient and parties involved shall cite the name of the Data Owner as the source of the Data in any form of publication unless otherwise instructed .
6. The Recipient agrees to provide a digital copy of the final version of each publication to the Data Owner within two weeks after publication.

9. Nothing in this Agreement will prevent the Recipient or Data Owner from making any disclosure of the Data required by law or by any competent authority.

10. The Recipient will, at the end of the research period, return all records of the Data to the Data Manager and will not retain any copies or records of the Data.

11. Neither this Agreement nor the supply of any information grants the Recipient any license, interest or right in respect of any intellectual property rights of the Data Manager and Owner except the right to analyse the Data solely for the Purpose.

12. The undertakings in clauses 2 to 5 will be and remain in force indefinitely from the date of signing of this Agreement by both parties.

13. The Parties agree that the Data Owner will suffer irreparable injury if its Data is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Data Owner shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

14. This Agreement is governed by and is to be construed in accordance with Dutch law. The competent Court in Amsterdam/Rotterdam/Utrecht/The Hague/Haarlem [selected by Data Owner]] will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

**Annex I - Non-disclosure statement**

I hereby confirm:

- to have been made aware of the confidentiality of the Data and the conditions of the charging data agreement dated XX-XX-XXXX between APPLICANT and DATA-OWNER (hereafter: Agreement).

- that I will use the Data only in the performance of my employment with regards to the Purpose and to observe and follow the obligations of confidentiality as stated in the Agreement.

|  |  |
| --- | --- |
| Name |  |
| Function |  |
| Date |  |
| Signature |  |

1. Recipient can apply for an extension of this period. The extension application must be submitted prior to the termination of the initial agreement. [↑](#footnote-ref-2)