

**Data access agreement**

Researcher [insert name]
[Address]
[Address]

(the ”Researcher”) and

Copenhagen Business School

Department of Accounting and Auditing, Center for Corporate Governance
Solbjerg Plads 3

2000 Frederiksberg
CVR. no. 1959 6915

(”CBS”)

(the above parties individually referred to as a "Party" and collectively as the "Parties")

have entered into the following data access agreement concerning access to the Nordic Corporate Governance Database (the "Agreement").

# Background and purpose of the Agreement

* 1. The Nordic Director’s Database (the “Database”) is developed by CBS and the Nordic Corporate Governance Network with the goal of being a leading Nordic database in the area of quantitative corporate governance. The Database aims to provide researchers better access to high quality data that facilitates submission to recognized international research journals. The Database will help scholars shed light on the reasons behind the success of the Nordic financial and corporate model.
	2. The Agreement governs access to the Database for research purposes for the Researcher and potential colleagues of the Researcher.

# Access to the Database

2.1 The Researcher is granted rights to process and use the Database exclusively for the purpose of own scientific research within the scope of the listed research project in section 3.1 and Appendix 1 (“Description of research project”). Any processing or use for other purposes, including other research projects, requires prior written agreement between the Parties. The Database must not be processed and/or used for commercial purposes.

2.2 Data from the Orbis database can be included in the Database if the Researcher has access to the Orbis database via the Researcher’s own institution.

|  |  |
| --- | --- |
| Does the Researcher have a valid license to access the Orbis database via the Researcher’s own institution? | Yes [ ] |
| No [ ] |

2.3 The Researcher is obligated to prevent and is also fully banned to make any steps which either directly or indirectly leads to taking any actions aimed at or likely to result in a re-identification of involved individuals in the Database, including merging the Database fully or partially with other datasets.

# Purpose of usage

* 1. The rights to process and use data in the Database is granted for the following research project (“the Project”):

|  |  |
| --- | --- |
| Title of Project |  |
| Start date of Project | [dd.mm.yyyy] |
| End date of Project  | [dd.mm.yyyy] |

* 1. The Researcher is allowed to grant access to the Database exclusively to the following named researcher(s)/colleague(s) (the “Data Recipient(s)”), at the Researcher’s institution, assisting the Researcher with the Project;

|  |  |  |
| --- | --- | --- |
| 1 | NameE-mailTitle of Data Recipient accessing the Database |  |
| 2 | NameE-mailTitle of Data Recipient accessing the Database |  |
| 3 | NameE-mailTitle of Data Recipient accessing the Database |  |

3.3 The Researcher is responsible for advising the Data Recipient(s) of the terms and conditions of this Agreement and to assure that these terms and conditions are adhered to by the Data Recipient(s).

3.4 The Researcher is furthermore responsible for ensuring via technical and organizational measures that only the Researcher and the Data Recipient(s) receive access to the Database.

3.5 The Researcher shall be held responsible for the Data Recipient(s)’ breach of obligations under this Agreement, as well as potential third party claims related to the acts or omissions of the Data Recipient(s).

# CBS’ processing of personal data

* 1. The Researcher, as well as the Data Recipient(s), agree that all personal data provided by him/her for the purpose of fulfilling this Agreement will be saved by CBS until it is no longer necessary in order to meet the purposes of this Agreement.
	2. The Researcher and the Data Recipient(s) have the right to be informed of which data CBS has stored and is using as well as the right to receive a copy of the data upon request.
	3. The rights in section 4.2 can be exercised by contacting the Data Controller, Gudrun Johnsen, gj.acc@cbs.dk or CBS’ Data Protection Officer, Jesper Smedegaard Madsen at dpo@cbs.dk.
	4. Complaints regarding CBS’ use of data according to section 4.1 may be directed to the Danish Data Protection Agency (Datatilsynet):

Datatilsynet

Carl Jacobsens Vej 35

2500 Valby

Denmark

Phone: +45 3319 3200

E-mail: dt@datatilsynet.dk

# Commencement and term

* 1. The Agreement will become effective at the date of the latest signature of the Parties under this Agreement and will be effective until the Project is completed according to the end date as specified in section 3.1.
	2. Processing and usage rights granted to the Researcher, as well as the Data Recipient(s), automatically end if the Researcher leaves the Project before the Project’s completion or if the Agreement is terminated due to breach, cf. section 9. All transmitted data, including backup copies, modified copies, extract files etc. are to be deleted, cf. section 10.

# Contact details

Contact details of Researcher:

E-mail: [xx]

Tel.: [xxxx xxxx]

The responsible contact person at CBS is:

Name: [xx]
E-mail: [xx]

Tel.: [xxxx xxxx]

# Intellectual property rights

* 1. CBS and the Nordic Corporate Governance Network retain ownership of all intellectual property rights to the Database.
	2. The Researcher will retain the rights to own research results arising from the work with the Database.

# Publications

* 1. The Researcher and the Data Recipient(s) are obligated to cite the Database as a reference source in the event that publications or other works utilize data from the Database.

# Breach

* 1. The Researcher and the Data Recipient(s) must at all times fulfill their obligations under this Agreement and must immediately notify CBS, if this is no longer the case.
	2. In the event of the Researcher or the Data Recipient(s)’s breach of their obligations under this Agreement, CBS is entitled to terminate the Agreement with immediate effect.

# Deletion of data

* 1. The Researcher is obligated to ensure that data from the Database made available, including all backup copies, modified copies, extract files etc. are deleted from all data processing and storage units upon expiry of this Agreement.

# Governing law and venue

* 1. The Agreement is governed by Danish law.

* 1. Any disagreement or dispute between the Parties on the construction and scope of this Agreement, which cannot be settled amicably, must be settled exclusively by the District Court of Frederiksberg being the court of first instance.

# Appendices

* 1. The following Appendix form an integral part of the Agreement:

Appendix 1: Description of research project

# Signatures

The Researcher For Copenhagen Business School

Department of Accounting and Auditing, Center for Corporate Governance

[Place], on [date] Frederiksberg, on [date]

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[name] Lars Christian Ohnemus
[title] Director of Center for Corporate Governance

**Appendix 1: Description of research project (the “Project”)**

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