

# RESTRICTED USE AGREEMENT

## FOR USING THE NON-PUBLIC IEA DATABASES

To be completed by anyone seeking access to the Restricted Use Files ("RUF")  
In the IEA proprietary Data Repository

### BETWEEN

1. **The International Association for the Evaluation of Educational Achievement duly represented by its Secretariat**, established at (1016 EE) Amsterdam, the Netherlands at the Keizersgracht 311, hereafter: "IEA";

and

2. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Organization and function:** \_\_\_\_\_  
Hereafter: "User";

### WHEREAS

- (A) IEA as non-profit organisation *inter alia* conducts studies which involve assessment of student achievement in one or more subject matters of an interdisciplinary area of learning, contributing to a deep understanding of educational processes within individual countries and across a broad international context;
- (B) IEA studies have a strong empirical basis through sample survey methods, further to which data is collected from students, teachers, parents, policy makers, etc (the "Data"): the Data is collected on behalf of IEA with authorisation of all participants, provided that participants involved are granted full anonymity (including but not limited to students, schools, parents and/or policy makers);
- (C) the Data on which the IEA studies are based is therefore only publicly accessible on the IEA website in fully anonymised form in order to ensure the anonymity of participants (the Public Use Files, "PUF"): In certain circumstances however IEA is willing to grant access to its proprietary Data in non-anonymised form (the Restricted Use files, "RUF"), provided however that such prior written permission is required for such access, and only authorised for limited specified scientific or statistical purposes, and on the explicit condition that the RUF will not be copied or shared with any third party, or used to trace back the identity of participants;
- (D) User wishes to gain access to (a part of) the IEA Non-Public Database containing the Restricted Use Files, and has filed a written request thereto explaining the background and purpose of the request (attached to this Agreement as **Annex I**); IEA has evaluated such request and is willing to authorise such access, subject to the terms and conditions of this Agreement.

### HAVE AGREED AS FOLLOWS

#### 1. Access Grant

IEA hereby grants User access to the part of the IEA Non-Public Database containing the Restricted Use Files, which access is limited to the datasets as specified in User its approval

request in Annex I to this Agreement, and subject to compliance of User with its obligations under this Agreement.

## **2. Obligations of User**

### **2.1**

User agrees and acknowledges that it will not use the Restricted User Files for any other purpose than the authorised purpose as specified under (C) above and as set out in the approval form as Annex I to this Agreement;

### **2.2**

Notwithstanding article 2.1 above, User will not use or reveal any individually identifiable information furnished, acquired, retrieved or assembled either by itself or others, for any other purpose than scientific and/or statistical reporting purposes;

### **2.3**

User will not make any disclosure or publication whereby any sampled unit or respondent (including, but not limited to, students, teachers, faculty, schools, or institutions) could be directly or indirectly identified, or the data furnished by or related to a sampled unit or respondent could be directly or indirectly identified;

### **2.4**

User will not match the records on the Restricted Use Files to any other data files so as to reidentify the survey units on the files, even if the matching has a valid statistical or other scientific purpose;

### **2.5**

User will not distribute the accessed Restricted Use Files or make these accessible or available to any third party, whether via any electronic network or otherwise. User is only allowed to copy (whether hardcopy or digital) the Restricted Use Files for strict personal and private use purposes as set out in this Agreement. Any other reproduction of the Restricted Use Files is expressly prohibited.

### **2.6**

User will not disclose the Restricted Use Files for any administrative purposes nor use it in any manner to change the status, condition, or public perception of any sampled unit or respondent regarding whom personal data has been processed;

### **2.7**

User will not make disclosures of personal data to any individual or other third party;

### **2.8**

User will not make any publication or other release of personal data listing information regarding individual sampled units or respondents even if the individual respondent identifiers have been removed;

### **2.9**

User may publish the results, analysis, or other information developed as a result of any research based on personal data covered by the Restricted Use Files only in summary or aggregated statistical form so that the identity of individual sampled units or respondents contained in the personal data is not revealed and anonymity of participants is guaranteed;

### **2.10**

User shall at all times acknowledge the source of the data in all results, publications, documents and communications by providing a source citation next to each table and graph in the following form: "Source: {STUDY NAME © IEA [YEAR] ";

#### 2.11

When publication or other release of research results could raise reasonable questions regarding disclosure of individually identifiable information contained in the Restricted Use Files, User will provide copies of the proposed publication or release to the IEA Secretariat prior to any public disclosure. IEA will subsequently at its own discretion decide within 30 days after prior disclosure whether the disclosure is authorized or not;

#### 2.12

User will not publish or otherwise release research results if the IEA confirms that such disclosure is not authorized;

#### 2.13

User shall notify IEA immediately upon receipt of any legal, investigatory, or other demand for disclosure of individually identifiable data;

#### 2.14

User will notify IEA immediately upon discovering any data breach and/or disclosure of Restricted Use Files to unauthorized parties or agencies;

#### 2.15

Upon occurrence of the following events (whichever event occurs first):

- (i) termination of this Agreement;
- (ii) upon request of IEA when any of the clauses under this Agreement are breached;
- (iii) whenever User has finished working with the Restricted Use Files;

User will immediately destroy all Restricted Use Files as received and/or accessed under this Agreement under IEA supervision or by approved IEA procedures and will return to the IEA all notes, reports, files, any kind of documents and copies of the same related to such information.

#### 2.16

Upon the occurrence of one of the events as stipulated under article 2.15, User will provide the IEA within seven (7) days of such event or upon request of IEA with written confirmation that it has complied with article 2.15 above, and that it has not given access to these items to any third party;

#### 2.17

User confirms that it has no ownership or any other intellectual property of the Restricted Use Files

And/or any related documentation or accompanying software, copyrights or trademarks which at all times shall be and remain the sole and exclusive property of IEA;

#### 2.18

Without prejudice to the right to claim specific performance and/or damages suffered by IEA, IEA may impose a penalty of EUR 5,000,- (five thousand Euro) upon User for each breach of its respective obligations under the articles 2.1-2.17 above and/or for each day the breach continues, with a maximum of EUR 500,000 (five hundred thousand Euro), which penalty will

be immediately payable upon establishment of the breach by IEA and without any further notice of breach required.

**3. Indemnification**

User shall at all times indemnify and hold harmless the IEA and its officers, servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, caused by, or in any way attributable to the use of the Restricted Use Files and related documentation provided pursuant hereto;

**4. Term and Termination**

This Agreement will enter into force as of the date of Execution and will remain valid for a term of 6 (six) months after execution, after which the Agreement will automatically expire. Each party may terminate the Agreement with immediate effect by means of written notice to the other party. Upon termination of the Agreement, article 2.15 and 2.16 will apply.

**5. Applicable Law and Jurisdiction**

This Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Any dispute arising out or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

**IN WITNESS WHEREOF** the parties have duly signed or caused their duly authorised representatives to sign this Agreement in two identical copies at the execution date of  
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**IEA**

**Organization**

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**Name:**

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**Name:**

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**Title:**

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**Title:**

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**Date:**

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**Date:**

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**Signature:**

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**Signature:**