



Ethic Guidelines

Deliverable: D9.1 Ethics requirements

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Duration: 24 months

Coordinator: Dr. Georg Licht, ZEW

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1 Introduction

The current report aims at confirming that the data collection, storage, and processing are in line with the national and EU legislation requirements. Dr. Thomas Wirth, who is the Data Protection Officer (“Datenschutzbeauftragten”) at ZEW, certifies the latter. The report introduces the main issues related to the data exploitation and personal data, which will be collected during the project.

2 Databases rights and disclosure

As mentioned within the Research Data Depository (deliverable D7.2), different types of regimes applied regarding the ownership of the data. The data collection encompasses mainly four databases. Most of the database is from public sources which is already publicly available (i.e. CHAT, national statistic offices, Eurostat mainly, or EPO related database called Patstat). To ensure the replication of the study, the datasets 1 and 4 can be available upon request for scientific purposes via the ZEW Research Data Center¹ considering that the consortium hold the rights on both datasets. The datasets will be available after journal submissions related to the studies conducted for each work page. In line with our Data Protection Policy, the datasets will be stored 10 years within ZEW, in line with our current Data Protection Policies (see appendix for more details). The dataset 3 is related to CIS data belonging to Eurostat. Therefore, the use of the CIS data is possible for scientific purposes within Eurostat for replication. Only one dataset constitutes an exception which is the one coming from the Fraunhofer Society who must ensured the confidentiality of the micro data. This database is composed of confidential contracts signed by German companies to benefit from technological tools developed by the Fraunhofer institutes over the last twenty years. Therefore, the disclosure of the microdata will not be allowed but a specific agreement has been defined between the Fraunhofer Society and the partners from the consortium to perform the analysis (see appendix A for the non disclosure and study agreement). However, the results of the estimation related to the Work package 6 will be available for replication on the website (more details are provided within the deliverable D7.2). The related scripts used to extract patent data on Patstat will be also available. In the same vein, the scripts used to achieve macro-modelling across the different work packages will be also made available. The data involved in the project will be collected, processed, and archived in line with the ZEW data protection policies (see appendix B). The estimated parameters and links to the GitHub depository in order to download the scripts for the macro models and Patstat queries will be made through the website. The certification about the data procedures from the Data Protection Officer is available in appendix.

¹<http://www.zew.de/en/forschung/zew-forschungsdatenzentrum-zew-fdz/>

3 Personal data

3.1 Events and newsletter

In accordance of the deliverable D8.2, several external people will be invited to take part at various events (summer schools, lunch seminars, training, conferences). Consequently, different types of personal data will be collected and stored (name of participants and related email addresses). In the same vein, the D8.2 implies that a newsletter will be sent to various stakeholders who might have interest in the project. The newsletter will summarize the main milestones of the project and the upcoming FRAME events. Therefore, the latter involves the collection and the storage of personal data (email addresses). The recipients of the newsletter are composed of individuals interested in macro-modelling and/or innovation research. In line with the provision of the German Data Protection Law (BDSG), paragraph 28 section 1, no. 1 and paragraph 28 sections 2 and 3, ZEW stored email contact addresses of people who attended previous innovation conferences or related events. In line with the law, we assume that this set of people may have interest related to their business activity and therefore, constitutes a potential audience for FRAME. Therefore, this set of people will become potential subscribers to the FRAME newsletter. CEPR will provide email addresses related to their affiliate researchers who already consented to receive the newsletter. Additional recipients will be added by asking the different consortium partners to provide relevant contact to enlarge the number of recipients for the newsletter. In all cases, people will be first asked whether they agree in receiving the FRAME newsletter. Only after receiving their consent, they will become subscribers of the newsletter.

3.2 Interviews

Furthermore, the D8.2 describes the use of audio-video contents collected during conferences or lunch seminars. The related interviews will be made publicly available through different media channels (Youtube, CEPR and VoxEU websites) when the interviewed participants agree to their publication through informed consent. The raw interview materials will not be made publicly available and destroyed after the completion of the project in order to protect the privacy and integrity of the participants. The interviews will be collected with the expressed purpose of their public and non-anonymous dissemination. Potential participants in the interviews described in the dissemination procedure will be identified among the attendants of the project's conferences and the lunch time seminar based on their interest in participating in an interview. Potential participants will be informed of the purpose of such data before starting the process of data collection and the latter will start only after their informed consent. Only when potential participants explicitly agree to the recording of an interview for the expressed purpose of non-anonymous publication, through the signing of a written informed consent form, will the data be recorded. Participants will retain the right to refuse the publication of the collected data after the data has been collected at any time. The template related to the consent form is available in the deliverable D9.2. The same procedure will apply in London, Brussels, and Mannheim to be in line with the different national legal frameworks related to recording private people material.

A Non disclosure of the Fraunhofer dataset

Alex C



Non Disclosure Agreement

Between

ZEW, Zentrum für Europäische Wirtschaftsforschung GmbH
L7, | 68161 Mannheim,

- hereinafter referred to as »ZEW« -

Prof. Diego Comin,
Professor of Economics, Dartmouth College, 6106 Rockefeller Hall, Hannover, NH 03755-
3514, U.S.A.

- hereinafter referred to as »Prof. Comin« -

and

CIRCLE, Lund University,
P.O.Box 117, 22100 Lund, Sweden

- hereinafter referred to as »CIRCLE« -

and

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V.,
Hansastraße 27 c, D-80686 München, Federal Republic of Germany

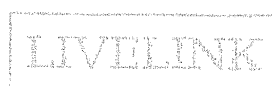
- hereinafter referred to as »Fraunhofer« -

as legal entity for

Fraunhofer Institut für System- und Innovationsforschung,
Breslauer Straße 48, 76139 Karlsruhe

- hereinafter referred to as »Fhl« -

WHEREAS, all Parties, for their mutual benefit and with the purpose of identifying areas of common interest for joint collaborative activities, e.g. in the form of a joint research project to estimate the impact that collaborating with Fraunhofer has on the performance of German



CCy

companies (hereafter referred to as the "Fraunhofer Impact Study"), are desirous to disclose to each other certain business and technical information and data in the following scientific fields:

- 1 data evaluation, data matching and data analysing
- 2 setting up a longitudinal database that combines information on the firms with information on the extent and timing of their collaboration with Fraunhofer

and

In order to define the nature and content of the collaboration regarding the Fraunhofer Impact Study the Parties hereto may wish to exchange technical and/or business information and data of a confidential nature presently in their possession and wish to ensure that the same remain confidential.

Now, therefore, in anticipation of receipt of such information, the Parties agree to the rights, obligations and proprietary information as set forth below:

1 Definition of Confidential Information

- 1.1 For the purpose of this Agreement "Disclosing Parties" are: ZEW, Fraunhofer, Fhl and Prof. Comln. This Agreement shall cover Confidential Information disclosed by any party.
- 1.2 The Parties hereto may exchange proprietary information including but not limited to technical, business, performance, sales, financial and contractual information, documents and data (hereinafter referred to as "Confidential Information"). "Confidential Information" as used herein shall mean all information which is: (a) communicated by one party to the other party in written or tangible form, and (b) orally communicated by one party to the other party, and confirmed in writing within fourteen (14) days after such oral disclosure. The fact that the parties have entered into this Agreement, or that there is a relationship between the parties, is Confidential Information.
- 1.3 The restrictions on the use and disclosure of Confidential Information shall not apply to any information which is:
 - (a) proven to have been known to the receiving party prior to the time of its receipt pursuant to this Agreement; or
 - (b) in the public domain at the time of disclosure to the receiving party or thereafter enters the public domain without breach of the terms of this Agreement; or

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- (c) lawfully acquired by the receiving party from an independent source having a bona fide right to disclose the same; or
- (d) independently developed by an employee of the receiving party who has not had access to any of the Confidential Information of the disclosing party.

2. Nondisclosure and Nonuse Obligation

- 2.1 The parties each undertake to treat as confidential all and any Confidential Information received and use such Confidential Information only for the purpose of this Agreement and agree not to disclose the same to any third party except with the prior written consent of the disclosing party.
- 2.2 Unless it is necessary for the definition of the collaboration and provided that any copy of Confidential Information is distributed to employees only who have a need to know, the receiving party shall not, without the prior written consent of the disclosing party, copy or reproduce any document provided to the receiving party containing in whole or in part Confidential Information and any party receiving any such document shall return or destroy the same and any copies thereof on the supplying party's request but the latest until termination of this Agreement. This shall not apply to copies of the electronically exchanged Confidential Information made as a matter of routine information technology back-up and to Confidential Information or copies thereof which must be stored by the receiving party according to mandatory law.
- 2.3 All Confidential Information supplied pursuant to this Agreement shall remain the property of the party disclosing or supplying the same and no rights, including but not limited to the right to apply for industrial property rights, are granted to the receiving party in the same.
- 2.4 The act of the disclosing party in conveying Confidential Information to the receiving party shall not be an expressed or implied grant of a license to the receiving party to use any Confidential Information, nor shall it be a grant of a license under any trademark, patent or copyright, or for applications which are now or may hereafter be owned by the disclosing party.

3. Permitted Use

- 3.1 Confidential Information shall be made available by the receiving party only to those employees within their company with a need to know the Confidential Information for the Purpose of this Agreement (hereafter the "Permitted Persons").
- 3.2 In allowing use of the Confidential Information by any Permitted Person in accordance with the provision of Article 3.1, the receiving Party shall ensure that the Permitted Person is bound by confidentiality obligations consistent with this Agreement, that he/she has the duty to exercise his/her best efforts to prevent disclosure of the Confidential Information. The receiving Party shall take appropriate steps to enforce the obligations of Permitted Persons in relation thereto.

4. Designated Representative

The designated representatives of each Party to receive and control Confidential Information exchanged hereunder are listed on end of NDA (Attachment A).

5. Period of the Agreement and Protection Obligation

- 5.1 This Agreement shall come into effect on the date of its signature and remain effective until the earlier of (i) receipt by a party of written notice given by the other party in its sole discretion of its intention to terminate or abandon further negotiations regarding the Fraunhofer Impact Study, or (ii) the execution of a separate agreement for a joint activity by both parties, as far as the Confidential Information falls into the scope of this joint activity, or (iii) 2 calendar years from the effective date of this Agreement, unless extended by written, mutual agreement signed by authorized representatives of the parties.
- 5.2 The obligations to maintain the confidentiality of the Confidential Information provided hereunder shall survive the expiration or termination of this Agreement for a period of 10 years.

6. Injunctive Relief

In case the receiving Party or its employee uses the Confidential Information against the Purpose of this Agreement or releases the Information to any third party, this act

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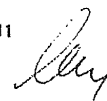
shall be recognized as a serious violation of this Agreement. The parties agree that the unauthorized disclosure or use of Confidential Information of the Disclosing Party could cause irreparable harm and significant injury to such party and that money damages would not be a sufficient remedy for any breach of this Agreement. Upon any actual or threatened violation of this Agreement by the other party, the Disclosing Party shall be entitled, without the obligation to post any bond, to preliminary and permanent Injunctive relief against such violation, in addition to any other rights or remedies which such party may have at law or in equity.

7. No Warranty

All Confidential Information is provided "AS IS" and none of such Confidential Information which may be submitted or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other regarding such Confidential Information's accuracy, completeness or performance and with respect to the infringement of Intellectual Properties or any right of privacy or other rights of any third party.

8. General Provisions

- 8.1 This Agreement shall be governed by the laws of the Federal Republic of Germany .
- 8.2 No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 8.3 Neither this Agreement nor any right or obligation hereunder is assignable in whole or in part by any party without the prior written consent of the other party.
- 8.4 This Agreement constitutes the entire understanding between the parties hereto and supersedes all previous communications, representations, and understanding, oral or written, between the parties with respect to the subject matter of this Agreement. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase of products or services by either party.


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- 8.5 If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is economically equivalent. The same shall apply in case of a gap.


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IN WITNESS THEREOF, the parties have executed this Agreement on the respective dates entered below. Each research institute or research department of the Parties participating in the exchange of information in the meaning of this Agreement shall respectively receive a simple copy of the original signed Agreement.

Mannheim, January 21st, 2015, signed on behalf of ZEW:



Prof. Dr. Clemens Fuest,
President



Thomas Kohl
Director

Date, signed on behalf of Prof. Comin:

Prof. Diego Comin
Department of Economics
Dartmouth College

Date, signed on behalf of CIRCLE, Lund University

Prof. Torben Schubert
Assoc. Professor in Innovation Economics

Date, signed on behalf of Fraunhofer/Fhl:

Dr. Roman Götter
Head of Fraunhofer Academy

Stefanie Mielert
~~Head of Legal Corporate Governance~~

Dr. Lorenz Kaiser
Division Director Contracts and Commercialization



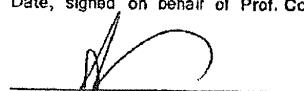
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President

Thomas Kohl
Director

Date, signed on behalf of Prof. Comin:



Prof. Diego Comin
Department of Economics
Dartmouth College

Date, signed on behalf of CIRCLE, Lund University

Prof. Torben Schubert
Assoc. Professor in Innovation Economics

Date, signed on behalf of Fraunhofer/ FHL:

Dr. Roman Götter
Head of Fraunhofer Academy

~~Stefanie Mielert~~
~~Head of Legal Corporate Governance~~

Dr. Lorenz Kaiser
Division Director Contracts and Commercialization



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Date, signed on behalf of **ZEW**:

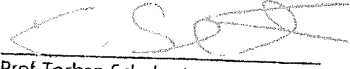
Prof. Dr. Clemens Fuest,
President

Thomas Kohl
Director

Date, signed on behalf of **Prof. Comin**:

Prof. Diego Comin
Department of Economics
Dartmouth College

Date, signed on behalf of **CIRCLE**, Lund University



Prof. Torben Schubert
Assoc. Professor in Innovation Economics

Date, signed on behalf of **Fraunhofer/ Fhl**:

Dr. Roman Götter
Head of Fraunhofer Academy

Stefanie Mielert
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Division Director Contracts and Commercialization



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Prof. Dr. Clemens Fuest,
President

Thomas Kohl
Director

Date, signed on behalf of **Prof. Comin**:

Prof. Diego Comin
Department of Economics
Dartmouth College

Date, signed on behalf of **CIRCLE**, Lund University

Prof. Torben Schubert
Assoc. Professor in Innovation Economics

Date, signed on behalf of **Fraunhofer/ Fhl**:

R. Götter

Dr. Roman Götter
Head of Fraunhofer Academy

30. 1. 2015

Stefanie Mielert

Stefanie Mielert
Head of Legal Corporate Governance

Dr. Lorenz Kaiser
Division Director Contracts and Commercialization

<Attachment A>

Designated Representatives

ZEW:

Name: Dr. Georg Licht
Title/Function: Head of Research Department of Industrial and Economics and
International Management
Tel: +49 621 1235-177
e-mail: licht@zew.de

Name: Dr. Maikel Pellens
Title/Function: Researcher
Tel: +49 621 1235-189
e-mail: pellens@zew.de

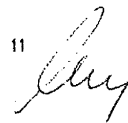
Name: Thorsten Doherr
Title/Function: Technical Support Staff
Tel: +49 621 1235-291
e-mail: doherr@zew.de

Name: Dr. Sandra Gottschalk
Title/Function: Head of Research Data Center of ZEW
Tel: +49 621 1235-267
e-mail: gottschalk@zew.de

Prof. Comin/ Dartmouth College

Name: Prof. Diego Comin
Title/Function: Professor of Economics,
Department of Economics
Dartmouth College
Tel: 001 603 646- 2531
e-mail: Diego.Comin@Dartmouth.edu

Name:
Title/Function:
Tel:
e-mail:

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B Agreement for the exploitation of the Fraunhofer dataset

Project Agreement

between the companies and institutions shown below

ZEW, Zentrum für Europäische Wirtschaftsforschung GmbH
L7, 68161 Mannheim, Federal Republic of Germany.....

-hereinafter referred to as "ZEW" -

Prof. Diego Comin
Professor of Economics, Dartmouth College, 6106 Rockefeller Hall, Hanover, NH 03755-3514,
U.S.A.

-hereinafter referred to as "Prof. Comin" -

CIRCLE, Lund University
P.O.Box 117, 22100 Lund, Sweden

-hereinafter referred to as "CIRCLE" -

and

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V.,
Hansastraße 27c, 80686 München, Germany

as legal entity for its

departments for customer and market information systems (A4) and Fraunhofer Academy (A9),

-hereinafter referred to as "FhG" -

ZEW, Prof. Comin, CIRCLE and FhG together hereinafter referred to as "Partners" -

for the joint implementation of the project

"Fraunhofer Impact Study"

WHEREAS, all Parties, for their mutual benefit and with the purpose of identifying areas of common interest for joint collaborative activities, e.g. in the form of a joint research project to estimate the impact that collaborating with Fraunhofer has on the performance of German companies (hereafter referred to as the "Fraunhofer Impact Study"), intended to disclose to each other certain business and technical information and data in the following scientific fields:

- 1 data evaluation, data matching and data analysing
- 2 setting up a longitudinal database that combines information on the firms with information on the extent and timing of their collaboration with Fraunhofer

WHEREAS, all Parties have, in order to define the nature and content of the collaboration regarding the Fraunhofer Impact Study the Parties hereto wished to exchange technical and/or business information and data of a confidential nature presently in their possession and wished to ensure that the same remain confidential.

WHEREAS, all Parties have already signed a Non Disclosure Agreement (version January 20, 2015) at January 21, 30, 2015.

Now, therefore, in order to define the details of the project "Fraunhofer Impact Study", the Parties agree to the following regulations as set forth below:

1 Subject

Subject matter of this Agreement shall be the Partners' co-operation in carrying out the joint project

"Fraunhofer Impact Study"

The type and scope of the work to be performed by each Partner is defined in detail in the work plan attached as Annex A. Every Partner shall be responsible for the implementation of its assigned tasks at its own costs.

2 Designated Representatives

The designated representatives of each Partner for the performance of the joint project "Fraunhofer Impact Study" are listed in Annex B.

3 Duration

The joint project started on January 01, 2015, has an expected period of performance of 18 months and ends when FhG has approved a final version of the Fraunhofer Impact Study. Details are specified in the work plan attached as Annex A.

4 Rights and Obligations

- 4.1 The Partners shall inform each other about the attained research results or the work progress, and shall exchange informations, data and interim and final reports as given in the work plan attached as Annex A.
- 4.2 For the duration and implementation of the project only, the Partners shall grant each other a non-exclusive, non-transferable, non-sublicensable, royalty free right of use to their information, data and any other industrial property rights of the Partners already existing prior to the signature of this Project Agreement (hereinafter referred to as "BACKGROUND"), whereas this right of use is limited insofar as this right of use is necessary for the Partners to perform their work packages according to Annex A. No further rights of use are granted to the other Partners to the BACKGROUND.

Notwithstanding the foregoing the Partners shall keep the BACKGROUND of the other PARTNERS strictly confidential according to section 5 of this Cooperation Agreement. , Regarding any information and/or data of FhG section 6 shall apply in addition.

- 4.3 The Partners agree the result of the joint project "Fraunhofer Impact Study", including but not limited to the final study, (hereinafter referred to as the "RESULTS") shall vest in FhG. ZEW, Prof. Comin, CIRCLE shall transfer right and title to the RESULTS, insofar as legally possible, to FhG and shall keep the RESULTS strictly confidential unless FhG agrees in writing prior to any intended disclosure of any of the other Partners.

The other Partners shall grant to FhG an exclusive, unrestricted in time, place and content, right to use the RESULTS in any form or matter; this right includes the right to copy, distribute, adapt, or modify the RESULTS. If the RESULTS are protected by copyright, FhG is especially entitled to develop and modify the RESULTS in any way and to offer, publish, copy, exhibit, or distribute – also via networks or satellite transmission – the results in their initial or modified form. FhG is entitled to transfer its rights of use and to grant exclusive or non-exclusive licenses – including sublicenses – to third parties to the RESULTS.

5 Confidentiality

The Partners shall keep in confidence for the confidential information of the other Partners according to the Non Disclosure Agreement (version January 20, 2015) at January 21, 30, 2015 which term shall be extended until the end of this project according to section 3 and which is attached as Annex C.

6 Data of FhG

- 6.1 The data of FhG may be used by the other Partners only for the purpose of the joint project "Fraunhofer Impact Study". These data may not be processed or used for any other purpose; in particular commercial or any other business purposes for private or public clients is not permitted.
- 6.2 The Recipient of data of FhG is obliged to delete the data and any backup copies, selected files and auxiliary files at the latest at the end of the project agreement and a representative of the Recipient of data of FhG shall confirm promptly in writing that the data have been deleted.

- 6.3 In the event that the provided data of FhG not used in accordance with this Project Agreement the data Recipient shall be liable for any damage incurred to FhG.

7 Liability

- 7.1 The Partners shall not be liable for the correctness of the research results exchanged or the information communicated during the project. Likewise, the Partners do not warrant that the rights of use granted by them can be executed without infringement of any third party's rights. Such limitation of liability shall not apply in cases of intent.
- 7.2 Unless otherwise stipulated in this Agreement, the Partners shall, including liability for their senior executives, legal representatives and vicarious agents, not be liable for breach of duty or tort except in case of intent. The foregoing limitation of liability shall not apply in cases of violation of any of the obligations stated in section 6.

8 Publications, Advertising

- 8.1 Solely FhG shall be entitled to publish the RESULTS according to the sole discretion of FhG, whereas FhG shall name the author or the other Partners in cases of publications of the final version of the Fraunhofer Impact Study.
- 8.2 ZEW, Prof. Comin or CIRCLE shall ensure that any results of the research that they intend to publish or disseminate otherwise (further publication) do not contain information which may permit the identification of Fraunhofer individual records (such as customer etc.) of the data. To avoid any disclosure of confidential data (customers etc.), Fraunhofer reserves the right to check all preliminary, mid-term and final results (such as estimations, publication iterations etc.) that might be components in planned publications. If ZEW, Prof. Comin or CIRCLE are interested to publish the RESULTS or any parts thereof they are therefore only allowed to do so after the prior written consent of FhG, which shall not be unreasonably withheld.
- 8.3 The Partners may only mention the name of any other Partner for purposes of advertising with the prior express consent of such Partner.

9 Subcontracts

The Partners may conclude subcontracts only with the prior written consent of the other Partners. If - in case of such consent - a Partner assigns some of his tasks under this Project Agreement to a subcontractor this does not affect its own obligations resulting from this Project Agreement. The respective Partner shall secure that the subcontractor will comply with all obligations – especially with regard to confidentiality – resulting from this Agreement and that the RESULTS attained by the subcontractor will be made available to FhG according to Section 4.

10 Termination

Each Partner may terminate its participation in the project for good cause only. There is no right of termination for convenience.

11 Miscellaneous

- 11.1 Ancillary agreements, amendments, additions hereto shall be made in writing. This applies also if the requirement of the written form shall be waived.
- 11.2 This Agreement shall be governed by the laws of the Federal Republic of Germany. Any dispute or claims arising out of or in connection with this Agreement shall be subject to the jurisdiction of the District Court of Munich.
- 11.3 If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is economically equivalent. The same shall apply in case of a gap.
- 11.4 This Agreement will come into force upon the signature of all Partners with retroactive effect on January 01, 2015.



Ethics requirements



Mannheim, June, 1st, 2015

ZEW, Zentrum für Europäische Wirtschaftsforschung GmbH

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Thomas Kohl
(Director)

A handwritten signature in blue ink, appearing to be 'C. Rammer', written over a horizontal line.

Dr. Christian Rammer
(Deputy)

Hanover,

Prof. Diego Comin

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signature

Ethics requirements



Lund,

CIRCLE, Lund University

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signature

Munich, 08.06.2015

Fraunhofer-Gesellschaft zur Förderung
der angewandten Forschung e. V.



Dr. Birgit Gebler



Thomas Fischer

C Data protection of ZEW (version May 2017)

Data Protection Policy

(Last updated: 1 May 2017)

1. Activities, Organisational Structure

ZEW is a non-profit economics research institute with the legal form of a "GmbH". Founded in 1990, the institute is dedicated to conducting economic research, economic policy advising, the academic training of young researchers, and the dissemination of research findings to professionals and the lay public. Under the leadership of Prof. Achim Wambach, PhD, the president of ZEW, and Thomas Kohl, the commercial director of ZEW, the institute currently employs 188 people in six research departments, three research groups and three service departments.

ZEW processes several different types of personal data, including the personal data of employees as part of human resources management; data gathered during the surveying of companies and individuals; data that are collected to host events and training seminars; and data about third-party suppliers.

2. Legal Regulations Relevant to the Processing of Personal Data

As a GmbH subject to public law, ZEW must adhere to the requirements of the Federal Data Protection Act (BDSG).

In accordance with Article 4f of the BDSG, ZEW must appoint a Data Protection Officer (Datenschutzbeauftragter). The appointed officer is

Dr. Thomas Wirth, Esq.

ZEW employees who process personal data are required to sign a document binding them to maintain data confidentiality. This obligation to uphold data confidentiality remains in force even after employment at ZEW comes to an end. Specifically, employees are only authorised to process and use personal data within the scope of their professional responsibilities. In the event that external organisations are entrusted with gathering, storing, modifying, using or transferring personal data, then these organisations and/or the involved individuals are required to sign a document binding them to uphold data protection laws as well as maintain data confidentiality.

The BDSG obligates individuals who process data in a legitimate manner to undertake measures to ensure the confidentiality, integrity and availability of said data. These individuals must ensure unauthorised persons do not gain access to data, whether from "without" (by attacking IT systems, breaking into server rooms, or theft) or from "within" (due to lack of data compartmentalisation, insufficient authorisation rights, or similar).

Article 9 of the BDSG in conjunction with the appendix to Article 9, line 1 of the BDSG set forth security measures that are necessary from a technical and organisational perspective. As a "responsible party" pursuant to the BDSG, ZEW undertakes the following data protection measures:

Access Monitoring

Access to the premises of ZEW (L7, 1, 68161 Mannheim, built: 1996) is protected by a camera monitoring system. The executive management grants access authorisation, and reception sets up access rights for each person based on individual requirements. Access rights are regularly reviewed and, as a general rule, are time limited. Reception manages keys and distributes access cards following approval from the executive management. Access to the office areas is protected with electronic locks. Visitors must report to reception, where they are personally received by ZEW employees and escorted through the office areas, which are secured with electronic locks.

There is an emergency action plan for the building, and on weekends the availability of the responsible system administrators is assured.

All data saved by ZEW to IT systems are stored on the servers located in ZEW's server room. Security doors as well as an electronic access system, which can only be opened with an access code, protect the server room itself. Access to this room is only granted to IT system administrators as well as – should an emergency occur – to the building supervisor and fire department. All individuals with access to the server room must pledge to maintain strict data confidentiality.

The servers are located in room 361 on the third floor of the ZEW building.

The terminals that are connected to these servers are located in the offices of the relevant project employees.

The server and terminals are part of a secure network.

Access Control

ZEW's IT network as well as the staff desktop computers with access to data are password protected. The passwords must be at least 8 characters long and they are regularly (every 180 days) changed.

The raw data are saved exclusively on a specific project server in the server room. Data sets are saved in individual folders based on an assigned project number. The project data servers have a special user administration system that is not connected to a directory service. This assures that only individuals identified in contracts have access to the data (other ZEW employees and external service providers have no access). Data backup is assured with a Redundant Array of Independent Servers (RAIS). Once data are deleted, they are fully deleted during the next backup session.

Project employees have access to data via terminals outfitted with special security protocols. Data are not saved on these terminals. All servers and terminals are password protected. The terminals are outfitted with password-protected screensavers. Security guidelines are issued to all project employees in order to instruct them in the correct use of passwords and IT systems.

When an employee leaves a desk, he must lock all workstations with network access. In addition, all workstations have password-protected screensavers that activate automatically when the computer has not been used for 15 minutes.

Access to IT systems is only possible for employees who have been granted authorisation to work on a given project. The IT administrator issues access rights to ZEW's network for the duration of a staff member's employment at ZEW. Granted access rights are reviewed on a regular basis to ensure they are current. When issuing access rights to data sets that are subject to special confidentiality requirements, the IT administrator and project director work in coordination with the Data Protection Officer and hold a special training session in which the employee receiving access must pledge to uphold data confidentiality requirements. Password protection and IP address verification are used to limit access exclusively to project employees. The remote processing of data outside of the institute is not possible from a technical perspective. The servers and terminals are protected by a firewall. The project data servers have no internet connectivity.

ZEW employees can receive remote access to the ZEW network via VPN connection if they make a special request. The VPN access is protected by the employee's token. The token generates a temporary password for every VPN connection. Establishing a VPN connection automatically activates a firewall on the remote computer.

The majority of ZEW employees have portable computers (laptops, notebooks). Access to these computers is also password protected. Portable computers are not used for working with sensitive data.

Prevention of Data Sharing

Sensitive data that are subject to special data protection agreements (e.g. micro datasets containing personal and firm data) remain on ZEW's network server and are not stored or saved locally. Data obtained externally are saved on the project data server. Only the relevant project employees and system administrators have access to this server. In addition, IT employees only access the server to perform technical maintenance or data backups. All staff, including external service providers who regularly work at ZEW, receive instruction and must take a pledge in accordance with Art. 5 of the Federal Data Protection Act. ZEW servers and terminals are protected by a firewall.

Project data servers that store particularly sensitive data have no internet or VPN connectivity, and also lack an electronic signature. Due to the structure of the network, encryption is not necessary. Wireless internet (WiFi) is not used.

Data storage devices that are given to ZEW by individuals or organisations providing data are kept in a steel closet in the IT department. All data deliveries and deletions are recorded and catalogued. Data storage devices are disposed of with shredding machines and/or by drilling holes in the hard disk.

In general, data are only transferred using password-protected media. When data are transferred, encryption takes place on the data server.

Data are not shared beyond that foreseen in contractual agreements.

Data Management Records

An electronic record is made of all data deliveries and deletions. Record is also made when data are shared in a contractually permissible manner (e.g. with project partners), or when working data sets or partial data sets are created. The modification of the raw data that have been provided to ZEW is not planned or intended.

Third-Party Monitoring

Data are not shared with third parties unless this is foreseen under the governing data usage contract. All project employees who process data are informed of the specific usage conditions that apply. To the extent that third-party service providers are contracted with the processing of personal data within the scope of existing data usage contracts or pursuant to legal regulations that allow for such processing, the agreements signed with these service providers are constructed to ensure that data are processed confidentially and in conformance with the law. Service providers are carefully selected. Furthermore, the agreements that are signed with these service providers address all requirements that must be upheld under data protection laws.

Availability Assurance

ZEW regularly conducts backups of the data sets on its servers. In order to protect against damage or defective hard drives, server data are saved to a second hard drive in real time. All hard drives are located in rooms that have air conditioning, are particularly fireproof, and which are specially marked on emergency action plans. The entire ZEW network is fully documented. Data are backed up to servers located in discrete fire compartments of the building.

Data Protection Officer

The Data Protection Officer has access to all agreements with data suppliers that are relevant to data protection. He provides instructions to project employees concerning data protection requirements and also monitors compliance with contractual agreements by conducting spot checks. The Data Protection Officer must provide approval before employees can be granted access to particularly sensitive data.

D Certification of the data policies

The current report aims at confirming that the data collection, storage, and processing are in line with the national and EU legislation requirements. Dr. Thomas Wirth, who is the Data Protection Officer ("Datenschutzbeauftragter") at ZEW, certifies the latter. The report introduces the main issues related to the data exploitation and personal data, contents which will be collected during the project.

Data collection, storage, and destruction

As developed in the deliverable D9.1, the data will be gathered from different existing sources and does not require a specific procedure. The storage, protection, and retention follow the procedures stated in the Data Protection Policy in appendix. In line with the Data Protection Policy, the data will be stored during 10 years in ZEW. After 10 years, the data will be destroyed.

Personal data

In accordance of the CA, several external people will be invited to take part at various events (interviews, newsletters). Consequently, different types of personal data will be collected and stored (name of participants and related addresses). The latter will be collected, processed, and archived in line with the ZEW data protection policies (see appendix). Furthermore, the CA encompasses audio-video contents collected during interviews. The related interviews will be made publicly available through different media channels (Youtube, CEPR and VoxEU websites) when the interviewed participants agree to their publication through informed consent. The raw interview materials will not be made publicly available and destroyed after the completion of the project in order to protect the privacy and integrity of the participants. The interviews will be collected with the expressed purpose of their public and non-anonymous dissemination.

Potential participants will be informed of the purpose of such data before starting the process of data collection and the latter will start only after their informed consent. Only when potential participants explicitly agree to the recording of an interview for the expressed purpose of non-anonymous publication, through the signing of a written informed consent form, will the data be recorded. Participants will retain the right to refuse the publication of the collected data after the data has been collected at any time. Any potential participants in the audio-video interviews must give their informed consent, as stated in writing through an informed consent form, that their data will be collected for the express purpose of publicly disseminating a non-anonymous audio-visual interview through the medial channels listed in the project proposal. Participants have the right to revoke their informed consent at any time. Templates of the informed consent forms and information sheet will be submitted upon request.

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