

Data usage agreement

Between the

Open Knowledge Foundation Deutschland e.V.

Singerstraße 109

10179 Berlin, Germany

- hereinafter "OKF DE" -

and

Full name:

Address:

Email:

Organisation:

- hereinafter referred to as "Data Recipient" -

Preamble

OKF DE is a non-profit association that has been active for more than ten years and is committed to open knowledge and democratic participation, developing technologies and tools for this purpose and thus strengthening civil society. OKF DE's largest and best-known project is the FragDenStaat platform, which ensures transparency with government agencies and provides journalistic reporting (especially on investigative research).

FragDenStaat operates, among others, the website farmsubsidy.org, which provides detailed data on agricultural subsidies in all EU Member States. The dataset (hereafter referred to as "FarmSubsidy data") contains information on recipients of payments from the European Agricultural Guarantee Fund, the European Agricultural Fund for Rural Development and the European Fisheries Fund since 2009, which has been compiled, cleansed, consolidated and processed from publicly available sources and Freedom of Information requests. The website farmsubsidy.org aims to provide citizens with the most comprehensive information possible on agricultural subsidies in the EU - for legal reasons, however, only for a limited period of time - and to make it usable. Together with European media partners, the FarmSubsidy data was evaluated and journalistically prepared in November 2022.

The Data Recipient is a

☐ scientist working on the scientific project

☐ journalist working on the journalistic project

described below:

Against this background, the contracting parties conclude the following agreement:

1. Subject Matter of this Agreement

The subject of this agreement is the provision of access to the FarmSubsidy data via the website farmsubsidy.org.

2. Granting Access to the FarmSubsidy data

2.1 OKF DE will provide the Data Recipient with login details in the form of a user name and password valid for the duration of the current calendar year. With these login details, the Data Recipient can log in to the farmsubsidy.org website and search the FarmSubsidy data without the restrictions for the general public explained in the preamble. The Data Recipient is also able to download data packages. OKF DE is solely obliged to provide the access to the farmsubsidy.org website for the duration of the current calendar year - but neither the transmission of the FarmSubsidy data, nor the provision of later versions, updates and supplements of the FarmSubsidy data.

2.2 Should the Data Recipient still require access to the farmsubsidy.org website after the end of the current calendar year for the scientific/journalistic project specified in the preamble, she must request new login details from OKF DE. The parties will then conclude a new agreement if necessary.

2.3 The login details to the website farmsubsidy.org must be treated confidentially by the Data Recipient and in particular may not be disclosed to third parties.

3. Granting of Rights

3.1 OKF DE grants the Data Recipient the simple, non-exclusive, non-transferable, non-sublicensable right to use the FarmSubsidy data exclusively for and within the scope of the scientific/journalistic project specified in the preamble. This includes the right to analyse the data, to process it, to combine it with other data sources and to report on the findings in the context of the stated scientific/journalistic project.

3.2 For the sake of clarification, the Parties stipulate that the granting of rights pursuant to Clause 3.1 does not include, in particular, the right,

- change (especially falsify) the FarmSubsidy data;
- to use the FarmSubsidy data for any purpose other than the scientific/journalistic purpose specifically stated in the preamble. Use for another or different scientific/journalistic project of the data recipient also requires the prior express consent/approval of OKF DE. Use for commercial or other economic purposes outside of scientific/journalistic use within the scope of the specified project is not permitted;
- to disclose the FarmSubsidy data to third parties (in particular to other natural and legal persons or entities) or to grant them access to the data.
- to publish or make publicly available the FarmSubsidy data or parts thereof outside of the scientific/journalistic work and processing within the scope of the designated project;

3.3 The granting of rights according to section 3.1 to the FarmSubsidy data is limited in time until the completion of the stated scientific/journalistic project. For the sake of clarification, the Parties state that the Data Recipient may use the downloaded data packages or copied data sets even after expiry of the access to the website farmsubsidy.org (see clause 2) until completion of the stated scientific/journalistic project in the context of the granting of rights under clause 3.1, but that the granting of rights after expiry of the initial access (see clause 2) does not create any entitlement to

the granting of renewed access to the website farmsubsidy.org. With the completion of the stated scientific/journalistic project, the FarmSubsidy data downloaded or copied by the Data Recipient, any backup copies, extract files and auxiliary files are to be deleted.

4. No Remuneration

4.1 Access to the farmsubsidy.org website and the granting of rights of use the FarmSubsidy data are provided free of charge and without remuneration.

4.2 With the FarmSubsidy project and the provision of data, OKF DE does not pursue any economic or commercial but exclusively non-profit purposes. The provision of data serves to enable journalistic and scientific evaluations of the information on EU subsidy payments and thus pursues the goal of transparency, contributing to the formation of public opinion and thus public control with regard to these payments. This purpose is expressly recognised as serving the public interest according to Recital 84 of Regulation (EU) No 1306/2013, the case law of the ECJ (ECJ Judgment of 9 November 2010, C-92/09) and also the Federal Administrative Court (BVerwG, Judgment of 24.10.2019 - 3 C 21.17).

5. Compliance with Scientific/Journalistic Standards

The Data Recipient undertakes to comply with all scientific/journalistic rules, practices and standards with regard to the work with the FarmSubsidy data and the scientific/journalistic project specified in the preamble.

6. Personal Rights

With regard to publications in the context of the scientific/journalistic project mentioned in the preamble, the Data Recipient is solely responsible for the consideration and observance of any personal rights and corporate personality rights of persons and companies from the FarmSubsidy data. In particular, the data recipient must check and decide whether identifying reporting is permissible or whether agricultural subsidy recipients should be anonymised in publications.

7. Data Protection/ Privacy

7.1 The Data Recipient undertakes to comply with all relevant data protection regulations, in particular the General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG) and the data protection laws of the German federal states. The Data Recipient is in particular responsible for the lawfulness of the processing of the FarmSubsidy data carried out by it under its sole responsibility.

7.2 The Data Recipient is obliged to establish security with regard to the FarmSubsidy data in accordance with Art. 32 GDPR, in particular in connection with Art. 5 GDPR. To this end, the Data Recipient must take, implement and maintain all necessary measures for data security and to ensure a risk-appropriate level of protection. The selection of appropriate technical and organisational measures shall take into account the protection objectives of Article 32 (1) of the GDPR, such as confidentiality, integrity and availability of the systems and services, as well as their resilience in relation to the nature, scope, circumstances and purpose of the processing operations for the purpose of permanently mitigating the risk. The risk assessment shall also take into account the likelihood and severity of the risks to the rights and freedoms of data subjects. The selection of technical and organisational measures shall take into account the state of the art, the

implementation costs and the nature, scope and purposes of the processing. The Parties are aware that the technical and organisational measures are subject to technical progress and further development and must therefore always be reviewed and, if necessary, adapted by the Data Recipient.

8. Liability

The Parties agree that OKF DE shall not be liable or otherwise responsible for the completeness, accuracy or timeliness of the FarmSubsidy data.

9. Miscellaneous

9.1 This agreement exhaustively reflects all agreements made. No ancillary agreements have been made. Amendments, supplements and terminations of this agreement must be made in writing. Any cancellation of this agreement or any amendment to this written form clause must also be in writing. Electronic or text form within the meaning of §§ 126 a, 126b German Civil Code BGB (e.g. e-mail, fax) shall also be sufficient for compliance with the written form.

9.2 Should any provision in this agreement be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to agree on a valid provision that comes as close as possible to the invalid or missing provision in a legally permissible manner.

9.3 This agreement shall be governed solely by the laws of the Federal Republic of Germany. The exclusive place of jurisdiction and performance is the above-mentioned registered office of OKF DE.

Berlin, 10/01/2023

(Place, Date)

Open Knowledge Foundation Deutschland e.V.

(Signature Data Recipient)