

## TERMS AND CONDITIONS OF USE

1 June 2021

### 1. Introduction

The following Terms and Conditions of Use (hereinafter referred to as 'Terms and Conditions') govern the access to the European Restructuring Monitor (hereinafter referred to as 'ERM') dataset and the use of the data contained therein.

The ERM is owned by the European Foundation for the Improvement of Living and Working Conditions (hereinafter referred to as 'Eurofound'), an EU Agency established by Regulation (EU) 2019/127 of the European Parliament and of the Council of 16 January 2019 and repealing Council Regulation (EEC) No 1365/75<sup>1</sup>.

The access to the ERM dataset is subject to the full and unreserved acceptance of the Terms and Conditions thereof. We strongly recommend that you read them carefully and fully understand them before submitting your request.

For any clarifications regarding these Terms and Conditions, please contact Eurofound at [erm@eurofound.europa.eu](mailto:erm@eurofound.europa.eu).

### 2. General statement

By submitting a request to gain access to the ERM, users declare that they:

- a) have read and accept the Terms and Conditions thereof;
- b) are over the age of 18; and
- c) are legally able to enter into agreements with third parties.

### 3. Description of the service

The purpose of the ERM is to monitor the employment impact of large-scale restructuring events in Europe. The ERM offers a searchable database of restructuring events based on announcements in national media sources<sup>2</sup>.

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<sup>1</sup> [OJ L 30, 31.1.2019, p. 74–89](#).

<sup>2</sup> More information on the ERM is available [here](#).

A full description of the ERM dataset can be found in the ERM Annual Report 2013 (pages 7-22) which is available [here](#).

The ERM database is accompanied by a variables' dictionary which explains names and meaning of the variables included in the dataset. The dictionary can be downloaded using the same link for the dataset.

#### 4. Use of services

The user undertakes to use the ERM data diligently and properly, without incurring activities which may be considered illegal, and which may infringe the rights of Eurofound or of third parties, as well as not using the ERM data in a fraudulent way.

**ERM DATA CAN ONLY BE USED FOR NON-COMMERCIAL RESEARCH PURPOSES. Any commercial use of the data shall be considered a breach of these Terms and Conditions and may lead to liability.** The use of the ERM data for any other non-commercial purpose other than research purposes is subject to the prior authorisation of Eurofound.

When using the ERM data in their own studies, users must:

- a) quote the source of the data. If possible, the following citation style shall be used: *Eurofound, European Restructuring Monitor (ERM), available at: <http://www.eurofound.europa.eu/observatories/emcc/erm/factsheets>*. Any use of the data without quoting the source is subject to the prior authorisation by Eurofound; and
- b) send Eurofound a pdf copy of the study or a link to the same. The following email ([erm@eurofound.europa.eu](mailto:erm@eurofound.europa.eu)) should be used for this purpose. Eurofound reserves the right to send to the user, at any time and by email, a reminder of this obligation.

Users will have access to a link to access the database which will expire after 20 days.

#### 5. Intellectual property

The ERM database is owned by Eurofound and is protected by the European legal framework on intellectual property. The logos contained on the ERM database are owned by Eurofound. Access to the ERM database shall not entitle users to any rights on those logos.

#### 6. Responsibility

In case of non-compliance with these Terms and Conditions, Eurofound may take the measures it deems necessary to resolve it, namely bring legal proceedings against the user.

## 7. Data Protection

Processing of personal data to grant access to the ERM database shall be carried out by Eurofound in compliance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC<sup>3</sup>. For further information, please read our [Data Protection Notice](#).

## 8. Governing law

These Terms and Conditions are governed by and shall be construed in accordance with the European law, complemented by the law of the Republic of Ireland. The courts of Dublin have exclusive jurisdiction over any dispute, claim or controversy that relates to or arises in connection with these Terms and Conditions.

## 9. Amendment and term

Eurofound reserves the right to change, at any time, and without prior notice, in whole or in part, these Terms and Conditions.

These Terms and Conditions are in force indefinitely, unless amended as provided above or revoked. In case these Terms and Conditions are revoked, the user will be accordingly informed via Eurofound's website.

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<sup>3</sup> [OJ L 295, 21.11.2018, p. 39–98](#).