***Application for access to microdata from the OECD AI surveys of employers and workers***

***Introduction***

Thank you for your interest in the OECD AI surveys of employers and workers. The OECD wishes for the survey microdata to be usable for replication and further research. Access to the microdata is possible for accredited researchers who submit an application demonstrating their need to use the microdata for non-commercial research purposes and their capacity to use the microdata in compliance with the Terms of Use.

In order to be granted access to the microdata, the researcher's organisation must be identified, as must all researchers who will be involved in using the data at that organisation. The application for access will be signed by the principal researcher on behalf of the organisation. If the principal researcher is not authorized to sign on behalf of the receiving organisation, an authorized representative must be identified and sign the application form. Any violation of the terms of use of the microdata will be considered to have occurred on behalf of the organisation identified, who is responsible for compliance with the terms of use by the researchers at that organisation.

The microdata represent the views of 5,334 workers and 2,053 firms in the manufacturing sector and in the finance and insurance sector, via surveys conducted between mid-January and mid-February 2022. The surveys examined how and why AI was being implemented as well as AI’s impact on job quantity, job quality and skills needs, among other topics. The microdata have been de-identified to prevent the identification of individual survey participants. The microdata will be transferred securely to approved researchers in Stata .dta format. Approved researchers should also consult the Technical Report [available [here](https://www.oecd.org/future-of-work/reports-and-data/data-infographics.htm)], which contains more information about the questionnaire, the fieldwork and the use of the microdata.

To request access to the microdata, please complete, sign and return this application form by email to OECD.fowsurvey@oecd.org. Any queries can be sent to the same address. Applications will be treated confidentially. We aim to respond to all applications within 30 days. The OECD processes personal data in accordance with its with the personal data protection notice at the end of this document.

***Application form***

*1. User names, affiliation and contact details*

Authorized representative

Name: ……

Title: ……

Organisation and address: ……

Email: ……

Phone: ……

Project leader and main contact person (if not the authorized representative above)

Name: ……

Title: ……

Email: ……

Phone: ……

Additional users requiring access (under the supervision of the project leader)

Name: ……

Title: ……

Email: ……

Phone: ……

Name: ……

Title: ……

Email: ……

Phone: ……

*2. Description of the research*

*Please provide a title for the research.*

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*Please describe the purpose of the research (200 words maximum). Note that the microdata cannot be used for commercial purposes.*

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*Please describe how the microdata will be used.*

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*Please describe how you plan to disseminate results.*

……

*Please indicate the envisaged duration of the research*

From *dd/mm/yyyy* to *dd/mm/yyyy*

By applying for access to the microdata from the OECD AI surveys of employers and workers, I/we declare that I/we (please tick boxes below):

will use the microdata only for the purpose described above;

agree to abide by the Terms of Use and to take all reasonable measures required to enforce and administer them within my/our affiliated institutions;

will take all necessary measures to ensure that results from the microdata are not disseminated, released or disclosed prior to the launch of the OECD report presenting the main findings from the OECD AI surveys of employers and workers, tentatively scheduled for March 2023.

will use the following citation in any dissemination of results: *OECD (2022), Microdata from the OECD AI surveys of employers and workers. Available via: https://www.oecd.org/future-of-work/reports-and-data/data-infographics.htm*

will include the following disclaimer with any communication containing or describing results derived from the privileges provided by this agreement: *“Results and their interpretation are the sole responsibility of the author(s). The opinions expressed and arguments employed herein do not necessarily reflect the official views of the OECD or its Member countries.”;*

will notify the OECD at OECD.fowsurvey@oecd.org of any publications that include or use results that were produced with the microdata. Such notification shall be provided no later than two weeks after publication;

will prevent any and all actions aimed at or likely to result in the re-identification of survey participants in the dataset and will notify the OECD immediately at OECD.fowsurvey@oecd.org in case any entries in the microdata become re-identified, even if not the result of intentional actions. The presentation or publication of individual entries, even without direct reference to individual persons, is prohibited;

acknowledge that use of the microdata under this license is strictly limited to the organisation and more specifically the named users mentioned above and agree to implement appropriate measures to secure the data. I am / we are responsible for preventing unauthorised use and for alerting the OECD immediately if unauthorised use does occur;

acknowledge that my/our personal data may be processed by the OECD in accordance with the personal data protection notice at the end of this document;

acknowledge that no commercial use is authorised of either the microdata or of results derived from it;

acknowledge that the OECD will revoke licenses for users that fail to comply with any of the Terms of Use. The OECD may also deny any further access to other users from the same organisation.

***Signatures***

*Authorized representative:*

*Name:……………………………………………………………………………………………………………………….*

*Date:…………………………………………… Signature:……………………….………………………………….*

*Project leader:*

*Name:……………………………………………………………………………………………………………………….*

*Date:…………………………………………… Signature:……………………….………………………………….*

*Additional user:*

*Name:……………………………………………………………………………………………………………………….*

*Date:…………………………………………… Signature:……………………….………………………………….*

*Additional user:*

*Name:……………………………………………………………………………………………………………………….*

*Date:…………………………………………… Signature:……………………….………………………………….*

Please submit the completed and signed form to OECD.fowsurvey@oecd.org

***Terms of use of the microdata from the OECD AI surveys of employers and workers***

These terms of use herein (the “Terms of Use” shall govern your use of the microdata from the OECD AI surveys of employers and workers (“Microdata”) made available by the Organisation for Economic Co-operation and Development for non-commercial research purposes. By using the Microdata, you and your organisation (hereinafter “You” or “the User”) agree to be bound by the Terms of Use herein, including any policies referenced in these Terms of Use.

The Terms of Use apply between the User and the Organisation for Economic Cooperation and Development (hereinafter the “OECD” or the “Organisation” or “We”).

***User license***

Subject to compliance with these Terms of Use and any policies referenced herein, the User is granted a limited, non-exclusive, and revocable license to use the Microdata exclusively for non-commercial use. This may include for academic and research purposes.

The User acknowledges that the Microdata, and all intellectual property rights relating to the Microdata, are owned by the OECD, subject to the rights of third parties therein. Nothing contained in these Terms of Use shall confer to the User any title or ownership or any intellectual property rights to the Microdata, other than the license referred to above.

The User shall not use the Microdata to develop or derive any product or service for distribution or commercial sale. No part of the Microdata nor any right granted herein shall be sold, rented, leased, lent, sub-licenced or transferred to any other person or organization.

***User obligations***

The User undertakes to use the Microdata solely for the purpose agreed herein and in accordance with these Terms of Use and any laws applicable to the User.

No attempt will be made to identify respondents, and no use will be made of the identity of any person, facility or establishment discovered inadvertently. Any such discovery would immediately be reported to the OECD, to allow it to evaluate further use, apply further statistical disclosure control methods, impose further restrictions on access, or appropriately re-classify the Microdata.

No attempt will be made to create links between the Microdata and other datasets that could identify individuals or organisations.

***OECD Name, Acronym and Logo***

The User may neither represent nor imply that the OECD has participated in, approved, endorsed or otherwise supported his or her use of the Microdata. The User may not claim any affiliation with the OECD. The User may not use the name, marks or logos of the OECD without the prior written consent. Any queries concerning the use of the OECD logo should be sent to [logo@oecd.org](mailto:logo@oecd.org)

***Breach***

The OECD reserves the right to suspend or terminate your access to the Microdata if we reasonably believe that You are misusing such Microdata or are otherwise in violation of these Terms of Use. The OECD will endeavour to give You notice of such suspension or termination where circumstances permit. Even after the User’s right to use the Microdata is terminated or suspended, these Terms of Use will remain enforceable against the User. The OECD may also deny any further access to other users from the same organisation.

***User Indemnity***

The User shall indemnify and hold harmless the Organisation and its personnel against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties, arising directly or indirectly out of or in connection with any breach by the User of these Terms of Use herein or any use made by the User of the Microdata.

***Disclaimers***

The OECD will provide the User with a Technical Report, which contains more information about the questionnaire, the fieldwork and the use of the Microdata. The OECD does not provide any other support or assistance in relation to the use of the Microdata.

The OECD reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, access to the Microdata, at its sole discretion with or without prior notice to You.

The OECD offers the Microdata as-is and as-available, and makes no representations or warranties of any kind concerning the Microdata. The OECD shall not be liable to You in connection with your use of the Microdata.

Information contained in the Microdata does not imply the expression of any opinion whatsoever on the part of the OECD or any of its Members concerning the legal status of any country or of its authorities. Its content is without prejudice to the status of or sovereignty over any territory, to the delimitation of international frontiers and boundaries and to the name of any territory, city or area.

***Applicable Law and Dispute Resolution***

Given the status of the Organisation as an international organisation, the rights and obligations of the parties shall be governed exclusively by these Terms of Use.

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of the Terms of Use, including their existence, validity or termination, shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration (PCA) Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The parties expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the parties expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause. The parties expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal.

***Privileges and Immunities***

Nothing in these Terms of Use shall be construed as a waiver of the OECD’s privileges and immunities as an international organisation.

***Modification of Terms of Use***

We may amend the Terms of Use herein at any time at our sole discretion. Where we make material changes to the Terms of Use, We will provide notice thereof to Users by email. Continuing to use the Microdata means that You agree to the updated version of the Terms of Use. If You do not agree with any changes, You should immediately cease to use or access the Microdata.

***Data Protection***

Any personal data collected from, transmitted by or otherwise obtained from the User in relation to access to and use of the Microdata will be processed in accordance with the Personal Data Protection Notice for the microdata from the OECD AI surveys of employers and workers (***Box 1***):

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| **Box 1. Personal Data Protection Notice for the microdata from the OECD AI surveys of employers and workers**  The OECD is committed to protecting the personal data it processes, in accordance with its Personal Data Protection [Rules](https://www.oecd.org/general/data-protection.htm).  The OECD directorate for Employment, Labour and Social Affairs (ELS) collects personal data, including names, affiliation and contact details, through the application form for access to the microdata from the OECD AI surveys of employers and workers. ELS will only use this data only in connection with your application and access to the microdata.  ELS will store the personal data in a private server, with access limited to OECD staff who will assess applications. ELS will retain this data for a maximum of three years after after the research period.  Under the Rules described in the [Annex XII to the OECD Staff Regulations](https://www.oecd.org/general/OECD-Decision-Processing-Personal-Data.pdf), you have rights to access and rectify your personal data, as well as to object to its processing, request erasure, and obtain data portability in certain circumstances. To exercise these rights in connection with this application from, please contact [OECD.fowsurvey@oecd.org](mailto:OECD.fowsurvey@oecd.org).  If you have further queries or complaints related to the processing of your personal data, please contact the [*OECD* *Data Protection Office*](mailto:dpo@oecd.org). If you need further assistance in resolving claims related to personal data protection you can contact the [*OECD* *Data Protection Commissioner*](mailto:dpc@oecd.org). |

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