



**AGREEMENT AIMARK DATA DELIVERY/ COOPERATION ON ACADEMIC PROJECT 'CONSUMER LEARNING ABOUT THE QUALITY OF GLOBAL AND LOCAL BRANDS IN THE CPG INDUSTRY IN CHINA'**

**Parties**

1. On behalf of the researchers (Els Gijsbrechts, Jan-Benedict Steenkamp, and Bernadette van Ewijk), Els Gijsbrechts, Warandelaan 2, 5037 AB Tilburg, The Netherlands
2. On behalf of the AiMark foundation, Alfred M. Dijs, COO c/o GfK PS Benelux bv, Middellaan 25, 5102 PB Dongen, Netherlands

**Article 1 Project description**

AiMark will contribute to the project 'Consumer Learning About the Quality of Global and Local Brands in the CPG Industry in China', written by Bernadette van Ewijk, Els Gijsbrechts, and Jan-Benedict Steenkamp, handed in October 9, 2017. The Call for Proposal is part of the agreement.

**Article 2 AiMark contribution**

AiMark allows the usage of the following data: Chinese household panel data 2011-2015 covering all CPG purchases, including support files barcode, shopcode, panelist (incl info on age, household size, income, city (tier)).

**Article 3 Terms and conditions**

AiMark will contribute to the project based on the AiMark terms and conditions as described in the Support Agreement (see <http://www.aimark.org> and the attachment).

Please note that the AiMark board modified its terms and conditions. First, the professor who is taking the responsibility of the project and his team of co-authors (i.e., the person who signs this document) has the obligation to notify AiMark in case he plans to change the team and appointment of a new team member is subject to approval by AiMark. Second, the datapartners of AiMark ask for individual signed NDAs by the authors.

Summarized: the researchers will deliver and provide

- 1) November 2019 a working paper and the results of the data;
- 2) On request, and after closing a successful project, participate in two or three AiMark membership activities. These are a) a presentation on the Annual AiMark summit, b) an AiMark/Europanel webex and c) a contribution to an 'AiMark point of view publication'. The moment you are involved, AiMark will reimburse travel expenses.

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**Article 4 Acceptance**

The moment the researcher signs this document, AiMark will deliver the data via the FTP server. Downloading the data is accepting the terms and conditions (Support Agreement) of AiMark.

**Agreed and signed**

Date: October 11, 2017

Date: October 11, 2017

Location: Dongen

Location: Tilburg

Alfred M. Dijs COO

Els Gijsbrechts

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A handwritten signature in blue ink, appearing to read "Alfred M. Dijs". The signature is fluid and cursive, with a long horizontal stroke at the end.

Alfred M. Dijs COO

A handwritten signature in blue ink, appearing to read "Els Gijsbrechts". The signature is very fluid and cursive, with a long horizontal stroke at the end.

Els Gijsbrechts





## Support agreement

What are the Terms of the AiMark Support Agreement?

Our terms vary by project, and will be tailor made based on the level of support. Basically the Agreement will cover the following:

### i. Expected output

- At least one academic publication in a leading journal magazine, in which the support of AiMark is acknowledged. Participation (by email) in a network of members of our community working on related topics.
- Sharing your Working paper(s), one of them covering the technical specifications of your models used
- A data slice, containing new variables, based on new learnings of your research
- At least 2 key note speeches / contributions, one to Academic audience and one to an Executive Management audience, the latter being given by the leading investigator.
- AiMark is involved in Executive Training Programs. The leading investigator could be invited to contribute to our training programs (2x trainings for manufacturers and 1x for staff of the key data partners in the network like GfK, Kantar and IRI). We will reimburse travel costs, based on industry standards ( ~ economy rates).

### ii. Ownership and usage of Output

The intellectual property of the output will remain yours, the academic. However, you will allow all members of our community to implement - free of charge - your results, findings, models, etc. in their research and services.

### iii. Quality Guidance

We know from the past that analyzing the databases Type 1 and Type 2 is complex. Support of experienced researchers in our community will speed up your project, reduces the risk of your project failing and increases the chances of reviewers of leading magazines accepting your article. Our member-professors will help you in 2 critical phases in your project: (1) the moment you receive the data and plan to start analyzing (beginning of the project) and (2) the moment you produce your preliminary findings. We expect you to accept their guidance.

### iv. Research Planning

Part of our professionalism is that the AiMark community reviews - in a 6 month cycle - the planning and progress of all our projects. We expect you to commit your project to this planning process.

### v. Confidentiality and Usage of Input (the provided data)

Before you receive the data you will be asked to sign a project support agreement (will be signed by the full professor who is taking the responsibility of the project, data integrity, and the behavior of the team members). Furthermore, each of the individual team members will be asked to sign an NDA. You are allowed to use the data for the requested project only. The data usage is only granted to you and your team members stated in the application; if, during the project, you want to change the team that is possible, but you have the obligation to notify AiMark immediately and you are aware that an author change is subject to approval. Moreover, you do not have permission to share the data with others, including reviewers, to post the data as part of getting the paper in a journal. This in the light of recent discussions about making data available to others to increase replicability and to guard against fraud. We value these goals, however the commercial interests of the data providers, and the possibility that they may be faced with a law suit trump these considerations. Because our data identifies brands of leading manufacturers like Unilever, P&G, Nestlé, etc. and retailers like Walmart, Carrefour, Tesco, Ahold, etc. you will protect their interests by taking care that no one has access to the data but other than yourself and you will never publish or share "named" results outside the AiMark community, without the written approval of the AiMark Executive Board.

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## Appendix 2: AIMARK USAGE LICENSE AGREEMENT

This AiMark Usage License Agreement ("AULA") is an agreement between you and the Foundation AiMark (a legal entity according to the law of the Kingdom of the Netherlands) for the AiMark KNOWLEDGE PRODUCT.

### 1. DEFINITION OF THE AIMARK KNOWLEDGE PRODUCT

The on-going market and consumer research and knowledge building programs of the AiMark community of academics and practitioners generate a continuous flow of Results, Insights and Learnings on business topics like 'Branding & Innovation', 'Effectiveness of Marketing Actions', 'Consumer Wellbeing', 'Retailing' and 'Digital Marketing'. This ongoing flow of Results, Insights and Learnings, hereinafter called the 'KNOWLEDGE PRODUCT' may include consumer behaviour models, consultancy frameworks, data sets, reports and associated media like conferences, printed materials, software, algorithms and "online" or electronic documentation, e.g. the AiMark e-Lib.

### 2. THE KNOWLEDGE PRODUCT LICENSE

The KNOWLEDGE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The KNOWLEDGE PRODUCT is licensed, not sold.

### 3. GRANT OF LICENCE

This AULA grants you the non-exclusive and non-transferable right to use the KNOWLEDGE PRODUCT in your R&D, Marketing & Trade Support activities. You are not allowed to use the KNOWLEDGE PRODUCT, for commercial activities outside your company unless you enter into a marketing license agreement with Stichting AiMark.

### 4. SOURCE ACKNOWLEDGEMENT

You are allowed and obliged when using components of the KNOWLEDGE PRODUCT in internal and external publication to acknowledge the source 'AiMark' and the names of the academics who contributed to the component you are referring to. AiMark reserves all rights not expressly granted to you.

### 5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the KNOWLEDGE PRODUCT, except and only to the extent that such activity is expressly permitted by AiMark.
- **Support Services.** The AiMark community may provide you with support services related to the KNOWLEDGE PRODUCT ("Support Services"), e.g. as part of a tailor made project or Commercial

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Service to one of your clients. Any supplemental Result, Insight or Learning provided to you as part of the Support Services shall be considered part of the KNOWLEDGE PRODUCT and subject to the terms and conditions of this AULA. With respect to information and data you provide to AiMark as part of the Support Services or in connection with the work performed in the framework of your Research Proposal, AiMark may use such information for its academic and business purposes, including for new insights development. AiMark will not utilize such market, consumer and/or technical information in a form that personally identifies the clients of you.

- **Product Transfer.** You may permanently transfer all of your rights under this AULA, provided the recipient agrees to the terms of this AULA.
- **Termination.** Without prejudice to any other rights, AiMark may terminate this AULA if you fail to comply with the terms and conditions of this AULA. In such event, you must destroy all you copies of the KNOWLEDGE PRODUCT and all of its component parts.
- **Copyright.** All title and copyrights in and to the KNOWLEDGE PRODUCT (including but not limited to any data sets, images, photographs, animations, video, audio, music, and text incorporated into the KNOWLEDGE PRODUCT) the accompanying printed materials, and any copies of the KNOWLEDGE PRODUCT are owned by AiMark or its data or academic partners. The KNOWLEDGE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the KNOWLEDGE PRODUCT like any other copyrighted material.

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