

(To be completed by GESIS)



Leibniz-Institut
für Sozialwissenschaften

Service Contract Archiving PREMIUM

The following contract is concluded

between

GESIS – Leibniz Institute for the Social Sciences e.V.
(hereinafter referred to as "GESIS")
B6, 4-5, 68159 Mannheim,
represented by the President, Prof. Dr. Christof Wolf,

and

XXX (NAME OF INSTITUTE)
(hereinafter referred to as "the Client")
XXX (ADDRESS),
represented by XXX:

Preamble

GESIS offers various individual services for the preservation, archiving, preparation, documentation, and publication of social science and economics research data. These individual services may be booked by the Client individually or in so-called "service packages." This contract regulates the details of the use by the Client of the individual services or service packages offered by GESIS as well as the transfer of rights of use by the Client to GESIS.

§ 1 GESIS Data Services

The services offered by GESIS shall be based on the services or service packages individually chosen by the Client. In what follows, the service and pricing structure is described in detail. Further details are explained in Annex 2, which is hereby made part of this contract:

Service Package 3: Archiving PREMIUM	Upon request
Ingest Check PREMIUM	
Long-Term Digital Preservation	
Checking of the Routing	
Checking for Substantive Consistency	
Documentation at Study Level	
Documentation at Variable Level	
Data Download	
Total (net, incl. overhead) <u>€ 0.00</u>	

(All prices are net prices and are subject to the applicable statutory value-added tax).

§ 2 Services to be performed by GESIS

GESIS shall provide to the Client the services selected under § 1 and described in greater detail in Annex 2 for the following study/studies:

Study title <i>(Please fill in)</i>	Study no. <i>(To be filled in by GESIS)</i>

Timely performance will be guaranteed by GESIS only to the extent that the Client promptly complies with all necessary obligations to cooperate under § 4.3.

§ 3 Client's Performance/Price for Services Selected

1. For the performance of the services selected under §§ 1 and 2, GESIS will charge the Client the following amount: [Insert: Final sum for services resulting from the calculation table in § 1.] (Price incl. overheads plus statutory value added tax).
2. Settlement shall be effected after the invoicing by GESIS of one-third of the final price specified in § 3.1 when the contract is signed and two-thirds of the final price specified in § 3.1 on completion of performance.

3. Immediately after the conclusion of the contract, the Client shall transmit the data to be processed to GESIS via a secure transmission route. **Optional, sofern die gelbe Passage (Deadline) in § 3 eingefügt ist:** The Client undertakes to fulfil all necessary obligations to cooperate. In particular, it assures that it will reply promptly to any questions addressed to it by GESIS, the answering of which is essential for performance.
4. The invoice for the services selected under §§1 and 2 will be addressed to the following person / institution (invoice recipient) (please fill in):

Institution	
Name	
Address	
VAT-ID of institution	

§ 4 Transfer of Rights

By transmitting the data, the Client transfers to GESIS the right to use them for the subject matter of this agreement, namely, to process the data in accordance with the services selected under §§ 1 and 2. GESIS will be entitled to use for these purposes all appropriate technical means, formats, and methods.

For the aforesaid purposes, the Client shall transfer to GESIS all necessary rights of use, in particular, the right of reproduction (§ 16 of the German Copyright Act, UrhG) and the right of making works available to the public (§ 19a UrhG). The rights of use shall be granted without limitation of time and place.

Furthermore, the Client shall transfer to GESIS the right to digitize documents belonging to the study if they do not exist in digital format, and, unless otherwise agreed, to also make the documents available to the public for download within the framework of the Archive's online offering.

In the event that services are commissioned under §§ 1 and 2, the Client shall agree to the publication of the data. For this purpose, the Client shall transfer to GESIS the right to make the data accessible to users in accordance with the terms of use that are known to the data depositor and are attached to this agreement (Annex 3), and according to the access category specified below:

Access Categories		✓
0 (i.e., zero)	Data and documents are released for everybody.	
A	Data and documents are released for academic research and teaching.	
B	Data and documents are released for academic research and teaching if the results are not published. If any publication or further processing of the results is planned, permission must be obtained via the Data Archive.	
C	Data and documents are only released for academic research and teaching after the data depositor's written authorization. For this	

purpose, the Data Archive obtains written permission with specification of the user and the analysis intention.	
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In the event that services are commissioned, and no agreement is made regarding the access category, the documents delivered will be accessible according to Category 0.

Classification into category B or C takes place for a period of year(s) following initial archiving. In the event that no time period is specifically named for limited access, the study will automatically fall into category A at the end of one year. When not explicitly stated the classification into category B or C applies solely to the datasets, not the accompanying document(s).

§ 5 Data Protection

The Client confirms that it has complied with the applicable data protection regulations when collecting and processing the data, and that it is entitled, at the same time, to make the data available to GESIS für the purposes agreed upon in this contract.

Should a declaration of consent be required or have been obtained under data protection law, the Client shall make the text of this declaration available to GESIS and shall inform GESIS about the particulars, such as the form and documentation of the declaration.

As a matter of principle, the Client shall make the data available to GESIS in anonymized form. In the event of data protection concerns, GESIS reserves the right to suggest and implement further suitable anonymization measures. In this case, GESIS and the Client shall themselves be responsible for the respective processing (within the meaning of Article 4 (7) of the GDPR, where relevant). Any liability obligations under the GDPR shall remain unaffected.

§ 6 Warranties

The Client declares that it is entitled to grant the rights of use under § 4 and shall assure that the digital objects transmitted are unencumbered by rights of third parties that prevent their use for the purpose of the contract.

The Client shall hold GESIS harmless from claims of third parties that are made in connection with this transfer of rights of use.

The Client agrees to the use of the data and documents by third parties for independent scientific investigations.

§ 7 Liability

Each Party shall be liable to the other without limitation for damage from injury to life, body, or health. Apart from this, GESIS shall be liable only for intent and gross negligence. However, in the event of a breach of an obligation whose fulfilment is a prerequisite for the proper performance of the contract, and something on which the Client may, as a rule, rely (essential contractual obligation), GESIS shall be liable also for slight negligence. In the event of slight negligence, liability for a breach of an essential contractual obligation will, however, be limited

to the damage that is typically to be expected in the performance of this contract. Any liability obligations under the GDPR shall remain unaffected.

§ 8 Succession in Title

If, in the following cases:

- a) death of the Client,
- b) closure/liquidation of the Client,
- c) non-traceability of the whereabouts of the Client,

the successor in title can no longer be unequivocally determined, all rights in the processed data will pass to GESIS as trustee.

§ 9 Term of the Contract and De-Archiving of Data

This contract shall become effective on the day on which it is signed. It may be terminated ordinarily with a notice period of three months. In this case, the price specified in § 3.1 will be due in full. The right to terminate the contract without cause for a compelling reason will remain unaffected by this.

In the event of a termination, the data transmitted by the Client shall be deleted and the originals shall be returned to the Client. The metadata will remain at GESIS, and the DOI names assigned to the respective data will remain active.

§ 10 Final Provisions

Should any provision of this contract be void or unworkable, the effectiveness of the remaining provisions will not be affected thereby. The Parties undertake in this case to agree upon a new, valid provision that ultimately comes closest to the provision that is to be replaced.

The provisions of this contract reflect in full the agreements between the Parties and supersede any oral or written agreements made before conclusion of the contract, to the extent that these agreements conflict with this contract or relate to the same subject matter. Any amendments to this contract must be made in written form; verbal side agreements shall not apply.

The Contracting Parties agree on Mannheim as the place of jurisdiction.

The contract shall be governed by the law of the Federal Republic of Germany.

For GESIS

For the Client

.....
(Place and date)

.....
(Place and date)

.....
(Name of the signatory)

.....
(Name of the signatory)

Note: This is an English-language version of the German contract; in the event of inconsistency or discrepancy between the German version and the English version, the German-language version shall prevail.

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Annex 1 – Definitions

Access categories	Conditions under which GESIS provides data
Data	All research data transmitted by the Client to GESIS for further processing
Documents	Documents are survey instruments (samples of questionnaires, without the mention of names); method descriptions or methods reports; project reports; coding instructions; and all other materials that contain information about the collection or preparation of the data. Documents such as monographs, essays, and journal articles may be published only if the rights of third parties (especially publishers) are not infringed.
DOI	A persistent identifier used to cite and link electronic resources (documents, research data, or other content). Current and structured metadata are assigned to the document via the DOI name. The DOI name consists of a unique alphanumeric string of characters.
GESIS Data Catalogue (DBK)	The GESIS Data Catalogue (DBK) is an online cataloguing system containing study descriptions of all social science research data available in the data archive. All downloads from the DBK are free of charge. Datasets in the access categories B and C must be ordered for a fee via the shopping cart.
Individual service	An individual service in the areas of preservation, preparation, documentation, etc. that can, as a rule, be booked independently of, and combined with, other services (see § 2).
Metadata	All structured information about data
Online analysis	With the portal ZACAT, GESIS provides an access via which selected studies can be searched and analyzed at variable level. Usage is free of charge.
Performance	The fulfilment of the scope of performance of individual services, as specified in Annex 2. In the case of archiving services, performance is completed upon publication of the data and accompanying metadata in an online catalogue.
Secure Data Center	Certain survey data retained at GESIS are subject to access restrictions and are accessible only via the Secure Data Center. The Secure Data Center offers (a) access to research data that are subject to special access restrictions, for example on the grounds of data protection (so-called "sensitive data") and (b) consulting on the use of sensitive data in research. Data can be accessed at the Secure Data Center via different especially secure routes.
Service packages	In principle, combinations of several individual services
Study	A combination of data and documents that make the data collection transparent

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Annex 2 – Individual Services

Digital Preservation of Data in the Social Sciences (Training course)	Introduction to long-term digital preservation Development of institutional guidelines ("digital preservation policies") Licensing research data for reuse Introduction to specific topics relating to long-term digital preservation, for example the OAIS Reference Model and the certification of repositories
Preparation and Documentation of Quantitative Social Science Research Data (Training course)	Introduction to the preparation and documentation of quantitative social science research data Structure of quantitative datasets Levels and contents of data documentation in the context of social science documentation and metadata standards Measures for the quality control of research data Anonymization of quantitative research data
Checking for Substantive Consistency	Checking of the data for substantive consistency and comprehensibility; tabular documentation of the results
Checking of Data and Labels	Preparation of your research data for publication by checking data and metadata and standardizing them in accordance with the GESIS standard We check: variable names and labels; values and value labels; anomalies within and outside the defined value range (wild codes, outliers, ID-check ...); missing codes in accordance with a standardized missing-code concept.
Checking of Multiple Responses	Multiple responses are checked for anomalies, and the results are documented in tabular form. To this end, the correctness and quality of respondents' reports are checked.
Checking of the Routing (Ex Post)	Checking the correctness of the routing; tabular documentation of the results. To this end, the instructions in the survey instruments (PAPI/CATI/CAPI/CAWI) are compared with the routing in the dataset.
Creation of a Correspondence Table	Creation of a correspondence table for the study with freely selectable contents, i.e., variables, question texts, values, or methodological issues
Data Download	Publication of data in our data portal and provision of data for download for registered users Condition: Can be booked only in conjunction with, or as part of, the following services: service packages Archiving BASIC/PLUS/PREMIUM or the individual services Preservation for 10 Years/Long-Term Digital Preservation (Individual Services I.1/I.2).
Data Registration for Institutions	DOI registration exclusively for institutions Inclusion of the data descriptions in the da ra (http://www.da-ra.de/) and DataCite (https://www.datacite.org/) catalogs
Documentation at Study Level	Preparation of a high quality, qualified description of your study (German/English) according to an international standard (DDI). The following metadata schemas are available: DBK metadata schema, datorium metadata schema, histat metadata schema, da ra-metadata schema.
Documentation at Variable Level	Documentation at variable level according to an international standard (DDI), linking of the dataset with the contents of the survey instrument, and supplementing it with methodological, processual, and archival information. There are three variants to choose from: <ul style="list-style-type: none"> → Basic variable documentation as an XML file: With this variant, you can import the documentation into a DDI database system of your choice. → Basic variable documentation as a PDF file: You can publish this document as accompanying material for your study. → Comprehensive variable documentation as a PDF file: In addition to the basic variable-level documentation, this product comprises analysis tables and showcards and can be published as particularly informative accompanying material for your study.

	Note: This documentation is the basis for the individual service Provision of Data for Online Analysis (Individual Service II.4).
Documentation of the Questionnaire	Documentation of the survey instrument used in your study (e.g., PAPI/CAPI/CATI/CAWI), incl. routing and interviewer instructions, and documentation of information on the questions and their correspondences in the dataset. Formats: Microsoft Word or Adobe PDF
Generation of Derived Variables	Generation of derived variables on the basis of a previously developed concept. Derived variables include, in particular, classifications (e.g., age- and income categories) and indices (e.g., the EGP11).
Harmonization of Variables	Development of a concept for the harmonization of the dataset with another dataset (cumulation or integration)
Ingest Check BASIC	Check against collection policy; check legal basis for data collection; check files for viruses, readability, copy protection; check files and data for completeness, compatibility, comprehensibility; check data protection and copyright; check reusability
Ingest Check PLUS	Incoming Check BASIS; comparison of questionnaire / code schema with variables in the dataset; check of variable and value labels; check of missing values; if necessary technical format migration based on list of recommended formats
Ingest Check PREMIUM	Incoming check BASIS; comparison of dataset and survey instrument - completeness, content consistency; check and, if necessary, correction of variable names / labels, values / value labels, wild codes; systematic check of missings
Linking with Context Data	Enrichment of your dataset with context data (e.g., georeferenced data) Search for suitable data; development of a concept for harmonizing and linking the survey data with the context data at different levels of aggregation; linking of the data
Long-term Digital Preservation	After undergoing basic checking, the data are preserved on a long-term basis and their readability is ensured. The data are made available on request to the data depositor at any time free of charge.
Preservation for 10 Years	After basic checking, the data are secured for 10 years by means of bit-stream preservation. Your data are assigned a DOI (digital object identifier) name and are included in the da ra (www.da-ra.de) and DataCite (www.datacite.org) catalogs. Condition: Can be booked only in conjunction with the following service: Data Download (Individual Service II.1).
Provision of Data for Online Analysis	Publication of data, incl. study description and documentation at variable level, in an online analysis portal (currently the online study catalog ZACAT). Condition: Can be booked only in conjunction with, or as part of, the following services: service package Archiving PLUS plus Documentation at Variable Level in DDI format (see Individual Service VI.3) or service package Archiving PREMIUM
Research Data Management in the Social Sciences (Training course)	Introduction to the topic and the main areas of research data management. Systematic preparation and documentation of research data Legal aspects of research data management (data protection and copyright) Requirements imposed by research funding agencies regarding the availability of research data
Secure Data Provision Offsite	Data are made available to authorized users for a specific period of time, under special security conditions, and subject to separate contractual obligations. Condition: Can be booked only in conjunction with, or as part of, the following services: service packages Archiving PLUS/PREMIUM or the individual service Long-Term Digital Preservation (Individual Service I.2).
Secure Data Provision Onsite	Provision of "sensitive" data for reuse in a specially established safe room at GESIS in Cologne Condition: Can be booked only in conjunction with, or as part of, the following services: the service packages Archiving PLUS/PREMIUM or the individual service Long-Term Digital Preservation (Individual Service I.2).

Annex 3 – Usage regulations (as of 30 June 2023)

Note: Neither the data provider(s) (person(s), institute(s), etc.) nor GESIS bear any responsibility for the planned analysis, the method used for the analysis, or the interpretation of the content of the data provided by GESIS.

For any questions regarding the rules of use, e.g. availability of special studies (access classes), please consult:

- Oliver Watteler, M.A., Tel. +49-221- 47694-418, <oliver.watteler@gesis.org>

Preamble

The work of GESIS - Leibniz Institute for the Social Sciences, hereinafter referred to as GESIS, serves to promote research in the social sciences. GESIS provides fundamental, nationally and internationally significant research-based services for the social sciences. One of the tasks for the promotion of social science research is the archiving, documentation and long-term preservation of social science data, as well as the creation of user-friendly and high-quality access to all information and data relevant to empirical social research (collectively, data services). The data services are provided by the GESIS data archive.

The GESIS archive inventory includes the original data and documents of the data provider as well as, if applicable, additional material generated by standardized documentation and processing at GESIS (e.g., cleaned data sets, variable reports, and the like).

The data and documents are provided exclusively on the basis of these usage regulations.

1. General access requirements

Unless expressly indicated otherwise, GESIS makes data and documents available only for scientific evaluations within the framework of a temporary project by academic research and teaching.

Institutes or persons outside of academic research and teaching may request provision in writing.

Data and documents are obtained within the framework of access categories (see point 2.).

The storage and processing of data by the user is limited in time to the intended use of the data.

The user agrees that the personal data provided by him/her, as well as the personal data resulting from his/her cooperation with GESIS, may be stored by GESIS for the purpose of carrying out the data usage. Further information on the handling of the user's personal data can be found in the GESIS privacy policy.

Access restrictions are determined by GESIS in consultation with the respective data provider.

Irrespective of the access restrictions on the use of data and documents, the documents may be viewed by anyone, unless otherwise specified.

2. Access categories

The provision of data and documents is governed by the following access categories. The access categories are noted in the respective study descriptions in the data stock catalog.

Kategorie 0	Data and documents are released for everyone.
Kategorie A	Data and documents are released for academic research and teaching.
Kategorie B	Data and documents are released for academic research and teaching if the results are not published. If publication or further processing of the results is planned, permission must be obtained through the Data Archive.
Kategorie C	Data and documents are only accessible for academic research and teaching after written permission has been obtained from the data provider. The data archive obtains written permission for this purpose, stating the user and the purpose of the evaluation.

3. Request and supply of the material

The data is made available via password-protected online access for which registration of the user is required, or, in the case of access classes B and C, via a secure download server upon written request of the user.

The user may process and use the data provided exclusively for the purpose of his/her own scientific research or for another purpose covered by the corresponding access class. Processing or use for other purposes requires a separate prior written agreement with GESIS.

The user must take appropriate technical and organizational measures to ensure that only the data recipient has access to the data provided by GESIS.

GESIS recommends that the data be encrypted when used on the user's terminal equipment, or when stored on network drives or in so-called cloud services, or when backed up on mobile storage units (e.g. USB stick). Further regulations apply when concluding user contracts with GESIS.

Unauthorized disclosure of the data provided to third parties is not permitted. Third parties include, but are not limited to, publishers, libraries, data archives or research data repositories.

Permission for disclosure is given if the data provided are subject to licensing conditions that permit disclosure, or GESIS grants such permission in a separate written form.

If the use of the data by more than one person is planned, these persons must be disclosed to GESIS by name. This also applies to academic teaching.

4. Storage and use of personal data of the user

In order to fulfill the statutory purpose and to prove the use of the data service, GESIS is obliged to report to various bodies. In order to fulfill these reporting obligations and to optimize its data-related services, GESIS uses the information provided by the user during registration and login for statistical evaluations. This information includes the user's subject affiliation and country of residence.

In addition to the subject affiliation and the country of residence, the following information is collected and stored in an extended log file for each data download and linked to the aforementioned information using a pseudonymized ID of the user:

- Specified purpose of use,
- Timestamp,
- Session ID,
- Study number,
- File name, type, and file ID,
- Browser type,
- Name of the technical service at GESIS for the data offerings.

All information provided by the user in this section is evaluated statistically.

For this evaluation, GESIS discloses the log files internally at GESIS in pseudonymized, non-aggregated form.

For purposes of scientific research and statistical analysis, the log files are published (among other things, as part of long-term archiving via GESIS). GESIS enables their worldwide use. The published log files do not allow any direct reference to the identity of a user.

➤ Link [Privacy Policy](#)

5. De-anonymization

The user must refrain from any action that aims at or is suitable for him/her or others to lead to a re-identification of target persons or to de-anonymize the anonymized individual statistical data contained in the data provided (e.g. by providing corresponding additional knowledge).

The data provided may not be merged - not even in part - with other data at the individual level (microdata records). However, parameters on an aggregated level may be added to the data.

The presentation or publication of individual cases, even if there is no direct personal reference, is not permitted. Summarized presentations of the data are permitted, as is customary in scientific papers and presentations.

If anonymized individual statistical data are de-anonymized in the data provided, even if this does not occur as a result of an action intended to achieve this, the user must keep this individual statistical data secret and inform GESIS immediately and without delay, first by telephone and then in writing, of the de-anonymization and its circumstances.

6. Termination of the project

The user undertakes to notify GESIS of the termination of the project for which data and documents from the data archive were used.

The user is obligated to ensure that the data provided, in particular including backup copies, backups, modified copies, and extract files, is deleted from all data carriers upon termination of the user's right to process and use the data.

If further use is intended, the user undertakes to apply to the data archive for new permission to use the data.

7. Citation requirement, specimen copy

In the case of publications or other works (e.g. master's theses, working papers, etc.) in which the data provided are used, the user undertakes to refer to these data as a reference source, including the Digital Object Identifier (DOI) provided by GESIS. The data recipient is further required to refer to the version of the datasets used in all such work. Corresponding specifications for citing the data and data documentation can be found on the GESIS website.

In addition, any publication resulting from work with the data provided must be sent to GESIS free of charge in two copies at the latest one month after publication. This also includes so-called "gray literature". The specimen copies can be provided as a print copy or in electronic version (e.g. in Portable Document Format, PDF).

8. Consequences of violations

If the user violates the obligations arising from these user regulations, he/she must inform GESIS immediately. Violations in this sense include, but are not limited to:

- The processing or use of data for purposes other than those specified for the original data use.
- No or insufficient indication of data sources for publications
- De-anonymization or re-identification of individuals
- Disclosure of data or data extracts to third parties
- Unauthorized access to the data, even if it is due to lack of measures mentioned in 3 above
- Non-compliance with the requirements for secure storage and processing of the data
- The disclosure of personal access codes and passwords

The User shall be liable to GESIS for all damages incurred by GESIS as a result of the non-agreed, unauthorized or incorrect handling in the context of access to the data provided by the Data Recipient and shall indemnify GESIS to this extent against liability claims by third parties.

In the event of a breach of any of the obligations set forth in these Usage Regulations, GESIS will take one or more of the following measures, depending on the circumstances and severity of the case: The user shall immediately delete the data provided, including any backup copies, extract files and auxiliary files on his/her premises; a corresponding notification of the violation will be sent to other research data and service centers and the Council for Social and Economic Data; the user will be temporarily or permanently excluded from access to GESIS services.

9 Warranty and liability of GESIS

GESIS shall not be liable to the user for any loss or damage of any kind in connection with the data provided or with any conclusions or recommendations that may be contained in the data provided. The User hereby acknowledges that he/she is solely responsible for the consequences of any actions taken as a result of the data provided or as a result of his/her interpretation of the data provided.

10. Charge for data provision

The fees for providing data and documents from the data archive that fall under access classes B or C and are not directly available for download are regulated in a price list on the GESIS website:

<https://www.gesis.org/angebot/archivieren-und-registrieren/datenarchivierung/>

11. Final provision

The amendments to the Usage Regulations shall enter into force on 30.06.2023.

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