

(Filled out by GESIS)

Service Contract

The following contract is concluded

between

GESIS – Leibniz Institute for the Social Sciences e.V.
(hereinafter referred to as "GESIS")
B2, 1, 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 diverse 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 rendered by GESIS shall be based on the individual 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 2: **Archiving PLUS**
Ingest Check PLUS
Long-term preservation
Documentation on Study Level
Data Download

Net total (incl. overhead) €1,560,75

(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 out)</i>	Study no. <i>(Filled out by GESIS)</i>

(If necessary, a list of the studies to be worked on in an annex.)

§ 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: Price incl. overhead costs plus statutory value added tax**
2. Immediately after the conclusion of the contract, the Client shall transmit the data to be processed to GESIS via a secure transmission route.
3. 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	

§ 4 Transfer of Rights, Data Protection

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.	

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.

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 a 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

Usage regulations

Please note: Neither the depositor (individual(s), institute(s) etc.) nor GESIS bear any responsibility for the analysis, the methods used for the analysis, the interpretation with regard to contents of the data which is provided by GESIS.

For further information (e.g. on access categories, exact charges for special studies) please contact:

- Oliver Watteler, M.A., Tel. +49-221- 47694-412, <oliver.watteler@gesis.org>

You can find general advice concerning privacy protection on the GESIS website:

<https://www.gesis.org/en/institute/data-protection/>

Preamble

The work of GESIS - Leibniz Institute for the Social Sciences, hereafter referred to as "GESIS", aims at promoting social science research. GESIS provides basic, superregional and internationally important, 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 data, as well as the creation of user-friendly, high quality access to all information and data relevant to the social sciences (all these tasks together are called data services). The data services are provided by the GESIS Data Archive.

The GESIS Archive's holdings include the data depositor's original data and documents as well as if applicable additional material, which is the result of standardized documentation and processing at GESIS (e.g. adjusted data sets, variable reports etc.).

Data and documents are made available exclusively on the basis of these usage regulations.

1. General access conditions

Unless explicitly indicated differently, GESIS makes data and documents available only for scientific analysis carried out in a project limited to a specific time period in academic research and teaching.

Institutes and individuals outside academic research and teaching can apply for access in writing.

Data and documents are provided within the limits of access categories (see 2.).

Storage and usage of the data by the user is limited to the user's project duration.

The user agrees that all personal data provided by him/her as well as all personal data resulting from the cooperation with GESIS for the purpose of this cooperation will be saved by GESIS. Further information on the processing of the user's personal data can be found in the GESIS privacy statement.

The data depositor determines access restrictions in consultation with GESIS.

Independent of the access restrictions for the use of data and documents, everybody is allowed to inspect the documents as far as not decided differently.

2. Access categories

Access to data and documents is regulated by the following access categories. They are indicated in the respective study description in the Data Catalogue.

Category 0	Data and documents are released for everybody.
Category A	Data and documents are released for academic research and teaching.
Category 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 by the Data Archive.
Category 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.

3. Request and access to material

Provision of the data is granted via a password protected online access for registered users, or, in the cases of access classes B and C, via a secure download server following a user's written application.

The user is granted rights to process and use the data provided exclusively for the purpose of his or her scientific research or other purposes covered by the respective access class. Any processing or usage for other purposes requires advance written agreement with GESIS.

The user is responsible for ensuring via technical and organizational measures that only the user has access to the data provided.

GESIS recommends that the data be encrypted while on the user's device, or when being stored on a network drive or in a so called cloud service, or when being stored on a mobile storage unit (e.g. a USB stick). When signing a usage contract with GESIS further rules may apply.

Un-authorized dissemination of the provided data to third parties is not permitted. Third parties are among others but not exclusively publishing companies, libraries, data archives and research data repositories.

Authorizations for dissemination are either granted through the license for the provided data which allows for dissemination or through a written permission issued by GESIS.

In case the provided data shall be used by other individuals besides the user all individuals must be disclosed to GESIS by providing their names. This applies also to academic teaching.

4. De-anonymization

The user is required to prevent any and all actions aimed at or likely to result in or lead to a re-identification of involved persons or the de-anonymization of anonymous individual entries contained in the data provided (for example, by linking of complementary information).

The data provided may not be merged – not even partially – with other data at the individual level (microdata sets). Parameters at the aggregate level may be merged with the data.

The presentation or publication of individual cases, even without any direct reference to individual persons is prohibited. Summarizing representations of the data typical to scientific works and presentations is allowed.

In case anonymized, individual statistical data entries in the provided data become de-anonymized, even when not the result of intentional action, the user remains obligated to protect the privacy of these statistical entries as well as to inform GESIS directly and immediately, initially by telephone and then in writing of the de-anonymization and the circumstances.

5. Completion of the project

The user is responsible to inform GESIS about the completion of the project for which the data provided by the Data Archive was used.

The user is obligated to ensure that the data provided made available, specifically including all backup copies, modified copies, and extract files are deleted from all data processing media and storage devices once the right to process and use the data has ceased.

In case further usage is intended, the user must apply to the Data Archive for new use permission.

6. Obligation to quote, deposit copy

In the event that publications or other works (for example, Master's thesis, working papers, etc.) utilize data from the provided data, the user is obligated to cite the provided data as a reference source including the Digital Object Identifier (DOI) provided by GESIS. The user is also required to cite the version of the dataset used for all of these works. Appropriate guidelines for data citation and data documentation can be found on the GESIS website.

For every publication utilizing the data provided two copies are to be sent to GESIS within a month of publication at the latest, postpaid by sender free of charge to GESIS. This also pertains to so-called "grey literature." Deposit copies can be delivered as printed versions or in electronic form (for example as PDF/ Portable Document Format).

7. Breach of usage regulation

GESIS is to be informed immediately in the event of any breach of the obligations laid out in these usage regulations by the user. In this sense breach of contract includes, but is not limited to:

- Processing or usage of data for purposes other than the designated research project
- No, or insufficient information regarding source of data in publications
- De-anonymizing or re-identification of individuals
- Dissemination of data or data extracts to third parties
- Unauthorized access to the data, even if this occurs via a lapse in IT security laid out in section 3
- Non-compliance with required standards for secure data storage and processing
- Dissemination of personal access codes and passwords

The user is liable for all damages to GESIS arising from actions not in accordance with this agreement, improper or incorrect handling in the context of access to the data made available via the user and releases GESIS from any and all claims of liability or damages from third parties.

In the event of breach of any of the obligations listed in the usage regulations GESIS may resort, depending upon circumstance and severity of the instance to one or more of the following measures: The user will be required to immediately delete the data provided, including all backups, extract files and help files; an appropriate report on the breach will be sent to other research data and service centers and to the German Data Forum (Rat für Sozial- und Wirtschaftsdaten); the user will at this time also be barred from access to services offered by GESIS for a limited time period or permanently.

In the event of willful, deliberate or grossly negligent breach of contractual obligations the user agrees to the obligation of payment of a fine of €10,000 (Euro).

8. Warranty and liability of GESIS

GESIS is not liable to the user for loss or damages, of any kind, in connection with data subjects to this contract or consequences or recommendations where applicable contained in the data transferred. The user herewith acknowledges that he/she is solely responsible for the outcome of measures resultant of the received data or as a consequence of his/her interpretation of the received data.

9. Charges for data provision

The charges for the provision of data and documents from the Data Archive which fall under access classes B or C and cannot be downloaded directly are regulated in a list of charges provided on the GESIS website:

<https://www.gesis.org/en/services/archiving-and-registering/data-archiving/>

10. Final clause

Changes of the usage regulations become effective as of May 25th 2018.

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