

GESIS  
Datenservice  
Unter Sachsenhausen 6-8  
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Unless stated differently, please send this agreement to the address of the GESIS Data Service (see above). Should a different address be required this will be stated in the „ZAxxxx\_data\_access.pdf“.

## Data Use Agreement

Regarding on-site access to the GESIS Secure Data Center

Contract number: \_\_\_\_\_  
(provided by GESIS)

between

GESIS – GESIS – Leibniz Institut für Sozialwissenschaften  
Quadrat B2,1  
68159 Mannheim

– hereafter referred to as GESIS –

and

<b>Last name</b>	
<b>First name</b>	
<b>E-mail</b>	
<b>Telephone number</b>	
<b>Institution</b>	
<b>Business address</b>	
<b>Position of data recipient<sup>1</sup></b>	

– hereafter referred to as data recipient –

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<sup>1</sup> For example: full professor, scientific associate or member of research staff

## § 1 Subject to this contract

GESIS makes available to the named data recipient the following data as listed here

<b>Study title</b>	
<b>Study number</b>	
<b>Persistent Identifier/DOI</b>	
<b>Where applicable: specific variables<sup>2</sup></b>	

- hereafter referred to as database -

exclusively for the purpose agreed in § 2 (paragraph 2) of this contract and exclusively for use and work at the guest work station of the Secure Data Center. The term database also encompasses parts of the database as well as database duplicates. In cases where GESIS is not the data owner (i.e. data not obtained or collected by GESIS) the data owner is to be informed of the usage in advance.

## § 2 Purpose of usage

(1) The data recipient is granted rights to process and use the database exclusively for the purpose of own scientific research within the scope of the following listed research project. Any processing or usage for other purposes requires advance written agreement by the parties to this contract. Processing and/or usage for commercial purposes are expressly prohibited.

<b>Title of research project</b>	
<b>Start date of research project</b> (Day /Month /Year)	
<b>End date of research project</b> (Day /Month /Year)	
<b>Where applicable: (context) data<sup>3</sup></b>	

<sup>2</sup> Please fill in if you would like to request single variables of the study ,separately.

<sup>3</sup> Please fill in if you want to match additional data or variables (either supplied by yourself or GESIS) to the data provided in the safe room.

<p style="text-align: center;"><b>Description of research goal</b></p> <p style="font-size: small;">(Subject matter, goals of project, results obtained)</p>	
<p style="text-align: center;"><b>Description of methodological approach</b></p> <p style="font-size: small;">(Research methods)</p>	

(2) As soon as the content of the research project changes, or the data is to be used beyond the given end date of the project (possibly as part of a qualification process, such as a thesis) a new data usage agreement must be signed by the parties to this contract. The effectiveness of the current contract ends in such cases without notification of cancellation.

(3) The data recipient agrees that all personal data provided by him/her as well as that of contractual partners for the purpose of fulfilling this contract will be saved by GESIS.

**§ 3 Period of usage rights**

(1) Processing and usage rights granted to the data recipient begin on the day of signing of this contract and end upon the end date of the research project as specified in §2 (above).

(2) Processing and usage rights granted to the data recipient automatically end when the data recipient leaves the research project, or institute named in the contract, or with the dissolution, takeover or new foundation/re-establishment of said institute. All changes in the sense and purpose of these paragraphs are to be made known to GESIS immediately of own initiative.

(3) GESIS reserves the right to cancel or rescind processing and usage rights at any time.

(4) The data recipient is only allowed to use and work on the data at the guest work station of the Secure Data Center and is required to adhere to all terms of usage given to him/her. In particular the data recipient is not allowed to copy data from the guest work station, or make any other attempts to post or publish, to save, or process the data outside this guest work station.

**§ 4 De-anonymization**

(1) The data recipient 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 database (for example, leaking or adding additional knowledge about study participants).

(2) The database 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.

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

(4) Should individual statistical data entries become de-anonymized, even when not the result of intentional action, the data recipient remains obligated to protect the privacy of these statistical entries as well as to inform GESIS directly and immediately of the de-anonymization and the circumstances.

## **§ 5 Publications**

(1) The data recipient and the persons participating in the research project are obligated to cite the database as a reference source in the event that publications or other works (for example, Master's thesis, working papers, etc.) utilize data from the database. The data recipient 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.

(2) GESIS is to be informed no later than four weeks prior to publication of every and any kind of publication arising from work with the database by submitting an electronic version of the final version of the publication to GESIS. It is understood that research results will be handled in full confidentiality by GESIS and essentially serve only to ensure that no legal or other conditions, in particular usage guidelines, have been infringed upon.

(3) For every publication utilizing the database 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." Specimen copies can be delivered as printed versions or in electronic form (for example as PDF/ Portable Document Format).

## **§ 6 Breach of contract**

(1) GESIS is to be informed immediately in the event of any breach of the contractual obligations by the data recipient. In this sense breach of contract includes, but is not limited to:

- Processing or usage of data for purposes other than the research project according to that given in § 2 of this contract
- 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
- Dissemination of personal access codes and passwords

(2) The data recipient 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 data recipient and releases GESIS from any and all claims of liability or damages from third parties.

(3) In the event of breach of any of the obligations listed in Paragraph 1 (above) GESIS may resort, depending upon circumstance and severity of the instance to one or more of the following measures: 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 data recipient will at this time also be barred from access to services offered by GESIS for a limited time period or permanently.

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

## **§ 7 Warranty and liability of GESIS**

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

## **§ 8 Contract amendments**

(1) Amendments or additions to this contract are only effective in written form. Agreements regarding changes to written requirements are invalid unless issued in written form. Verbal supplemental agreements are possible at any time in accordance with § 305 b of the German Civil Code (*BGB/ Bürgerliches Gesetzbuch*).

(2) Should individual provisions of this contract have become or will become invalid, such as in the case of changes or supplements according to Paragraph 1, also in the changed or supplemented version, the validity of the remainder, which has nothing to do with this provision, is unaffected. In this case the invalid provision is to be substituted with a new provision in such a way which comes as close as possible to the economic intent of the invalid provision.

(3) GESIS is the final arbiter in case of any differences of opinion regarding content and scope of usage rights.

(4) It is agreed that German law is applicable to the terms of this contract. Exclusive legal venue is Mannheim, Germany.

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Place, Date                      Data recipient (Name and signature)

NOTE: This is an English version of the German contract; in case of doubt the German wording is authoritative.

*Version: 08.05.2018*