

## GESIS – Leibniz Institute for the Social Sciences

GESIS is a social science infrastructure institution helping to promote scientific research. GESIS provides basic, national and internationally significant research based services for the Social Sciences. The Data Archive for the Social Sciences (DAS) department is a central part of GESIS's social science data service. DAS's primary task is acquisition of international and domestic comparative surveys on sociological and political science questions that satisfy clearly defined methodological and technical requirements. Studies are documented according to internationally recognized standards, preserved and made available to the scientific community and scientifically interested public. Reference studies and others which are in high demand are comprehensively documented – often in cooperation with the primary researchers or experts – and compiled into data collections. In these cases variables are harmonized and standardized to enable comparisons over time or across regional units. In select cases complex data sets are created through adding macro data that are available for multi-level analysis. Important and useful instruments are tested for their reliability and validity. In addition, the department continually conducts its own research in the form of secondary analysis, which emphasizes both the research potential of archived studies as well as statistical models employed.

GESIS takes advantage of the latest in modern information technologies to optimize access to its collection and make it as easy as possible for users to get data. Tools are specifically developed to facilitate participation from primary researchers in assembling data collections. Other instruments make online searching for data and variables possible. GESIS is involved in developing international standards, software for preparing, archiving and evaluating data and also participates in domestic as well as international research and development activities. Important German data collections are also made available to the international research community. Furthermore, GESIS contributes to CESSDA (Council of European Social Science Data Archives) and IFDO (International Federation of Data Organizations for the Social Sciences). In addition, the Leibniz-Institute for the Social Sciences is a national representative in the Inter-University Consortium for Political and Social Research (ICPSR).

_____
(Contract number)

## Archive Agreement

between

Name and title: .....

Institution: .....

.....

(hereafter known as "data provider")

and

GESIS – Leibniz Institute for the Social Sciences

(hereafter known as "Archive")

The above named parties agree to the following contract:

### § 1 Subject to this agreement

In support of the tasks of the Archive (see introductory description) the data provider makes available the following study(ies) and accompanying text(s) as listed.

Survey description:

.....

.....

Further details related to the delivered data and texts can be found separately, not directly listed in this contract.

Texts in this context are understood to be all documents of an explanatory, illustrative and descriptive nature related to electronic datasets which may appear necessary to the interpretation of said datasets. This includes survey instruments (questionnaires, for example), method descriptions or reports, project reports, coding keys/instructions and all other materials containing references and/or details of the survey or data preparation. All information necessary or helpful to the interpretation of the data is termed metadata.

## § 2 Property and usage rights

By providing (delivering, making available) the study, the data provider transfers to the Archive the rights to use the content – i.e. data and text(s) – stipulated in this agreement, in particular

1. to systematically archive and prepare the data and text(s) for the purpose of long-term physical storage and further evaluation. In this the Archive may utilize all technical means, formats and methods indicated to serve this purpose;
2. to digitize the text(s) belonging to the study(ies) in the event that they are not provided in digital form, and to make them publicly available for downloading as part of the online offerings of the Archive, if there are no prohibiting agreements or arrangements;
3. to make publicly available to Archive users in accordance with the terms of use known to the data provider and attached to this agreement representing the following set access categories:

Category		✓
0 (zero)	Data and documents are released for everybody	
A	Data is released for academic research and teaching.	
B	Data is released for academic research and teaching, if the results won't be published. If any publications or any further work on the results is planned, permission must be obtained from the data depositor.	
C	Data is only released for academic research and teaching after the data depositor's written authorization. For this purpose the Data Archive obtains a written permission with specification of the user and the analysis intention.	

Unless there is an agreement regarding the access category (above) the material delivered is to be considered accessible under the terms of Category 0 (i.e. default category).

Classification into category B or C takes place for a period from ..... 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 text(s).

The data provider transfers to the Archive all necessary usage rights for the stated purpose, in particular rights to reproduction (§16 UrhG) as well as the right of public accessibility (§ 19 a UrhG). Granting of usage rights is unlimited in terms of place and time period.

The data provider agrees to publication of the study's metadata.

The Archive takes responsibility for storing the delivered materials in original or digitized form, free of charge, to be made available to the data provider upon simple request.

In the context of its work, the Archive is allowed to make usage of assistance from third parties.

**§ 3 Statement of assurances**

The data provider certifies that they are authorized to grant usage rights according to § 2 and ensures that the material is free from all third-party rights which may conflict with usage rights for the purposes stipulated in this contract.

The data provider releases the Archive from any claims by third parties which may arise in connection with this transfer of usage rights, including any costs of legal defense if necessary.

The data provider agrees to the use of all materials by third parties for independent scientific analyses (secondary analyses).

**§ 4 Archiving**

The study will be listed amongst archived studies (data collection catalogue) as follows:

Primary researcher: .....

.....  
*(If more space is needed, please list on a separate sheet)*

Title: .....

.....

If this concerns a series of studies or surveys, the contract applies for the entire series.

**§ 5 Extent of Archive liability**

The liability of the Archive in connection with Archive activities in executing this agreement is limited to intent and gross negligence. The Archive is not responsible for loss or damages which may arise through user or third party breaches of the Archive’s terms of use.

In the event of illegal misuse by a third party the Archive and the data provider will support one another and work together in protecting their joint legal interests.

**§ 6 Legal succession**

Is in the following cases:

- a) The decease of the data provider, or
- b) Closure of the institution providing the data, or
- c) Non-traceability of the whereabouts of the data provider; a direct and efficient legal succession is no longer feasible, thus all rights to the archived study(ies) revert to the Archive as custodian.

**§ 7 Data protection**

In connection with executing this agreement the Archive and data provider agree to abide by the relevant provisions for data protection. In the context of granting of usage, the data provider specifically declares to have observed any and all relevant provisions of data protection pertaining to other countries in which data was collected.

Where there are concerns about data protection, the Archive retains the right to suggest and apply appropriate anonymizing measures.

**§ 8 Duration of agreement:**

Unless otherwise expressly agreed, this agreement is of unlimited duration.

**§ 9 Validity of this contract**

Should a condition of this contract be rendered null and void or unrealizable, this will have no further effect on validity or effectiveness of any other part of this contract. In the event of such a case the parties agree to arrive at new effective terms most closely approximating, in result, the terms to be replaced.

The terms of this contract reflect in total the agreements made between the parties and replace any verbal or written arrangements made prior to concluding this contract, in so far as they conflict with this contract or pertain to the same material.

**§ 10 Court of jurisdiction, and location of execution**

The parties to this contract agree to Mannheim, Germany as the court of jurisdiction

For GESIS	For the data provider
(location)....., (date).....	(location)....., (date) .....
.....	.....
(Signature)	(Signature)

**Note: This is an English language version of the German statement; in case of doubt the German wording is authoritative**