

## 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:

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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.