

Please send the filled and signed document to the Research Data Center (FDZ-LifBi)

by E-Mail: fdz@lifbi.de | by Fax: +49 951 863-3513 |

by Post: Leibniz Institute for Educational Trajectories, FDZ, Wilhelmsplatz 3, 96047 Bamberg, Germany

Only employees of scientific institutions with at least a university degree are eligible to apply. University students are allowed to be included in the NEPS Data Use Agreement as additionally involved persons in the research project (see Art 2 no. 4).

NEPS Data Use Agreement

with case number:

(filled out by FDZ-LifBi)

Between the
Leibniz Institute for Educational Trajectories (LifBi)
Wilhelmsplatz 3, 96047 Bamberg, Germany
represented by the LifBi Directorate,
this represented by the Research Data Center,
- hereinafter called LifBi -
and

Name	
First name	
Titel / Function	
E-mail	
Telephone (optional)	
Institution	
Address of institution	
Proof that the institution is a research facility ¹	
Research facility is located in a EU member state	Yes No

- hereinafter referred to as the data recipient -

together referred to as the parties in the following,

the following agreement is concluded on the granting of rights to use data of the
National Educational Panel Study (NEPS):

¹ The proof is not required for universities and recognized research institutes.

Article 1: Object of Agreement

LifBi grants the data recipient the simple and temporary right of use of factually de-personalized NEPS microdata.

Article 2: Scope and Content of Right of Use

1. The scope and content of the right of use are determined by this agreement and, additionally, by the relevant legal requirements (European General Data Protection Regulation (GDPR), Federal Data Privacy Act (BDSG), etc.).
2. The data may be exclusively used for in-house scientific research of the data recipient in the research project described below.

Title of the research project → English (obligatory)	
Title of the research project → German (optional)	
Project duration	Start: / / (Day / Month / Year) End: / / (Day / Month / Year)
Project with another NEPS agreement at a different institution ²	No Yes → please indicate the co-operation partner (name, institute):
Renewal of a previous NEPS project ³	No Yes → please indicate the contract number or project title:
Short description of the project (Please outline the main research questions or the scientific objective of the project in a few sentences)	
Project for academic qualification	No Yes → please indicate the type of academic qualification: Bachelor/Master/Diploma PhD/Doctorate Habilitation

² In addition to the data recipient mentioned in this agreement, there is at least one further data recipient at a different research institution involved in this project with a separate NEPS Data Use Agreement.

³ The project is a continuation of a previous NEPS project due to a change of affiliation of the data recipient or a resumption of a previous NEPS project after temporary cessation.

3. Any use for commercial or other economic purposes is not permitted.
4. The data recipient commits himself not to disclose, neither in modified form, the data to third parties, or grant access to them. Third parties are persons other than the ones listed below who are additionally involved in the research project. Additionally involved persons may be university students or interns/trainees who are not yet in possession of a university degree and/or who are not contractually affiliated to a research institution. All persons involved must belong to the same institution as the data recipient.⁴

Note: The data recipient does not have to be specified again at this point.	
1	Name: First name: E-mail: Institution: Title / Function:
2	Name: First name: E-mail: Institution: Title / Function:
3	Name: First name: E-mail: Institution: Title / Function:
4	Name: First name: E-mail: Institution: Title / Function:
5	Name: First name: E-mail: Institution: Title / Function:

⁴ For joint research projects between two or more research institutions, each institution is required to conclude a separate NEPS Data Use Agreement with own data recipient (see footnote 3).

5. When using data collected in connection with schools or higher education institutions, it is not allowed to use Federal-State-related information directly or indirectly contained in the data for analyses aiming at a direct Federal State comparison, direct conclusions to be drawn about a Federal State, or a reconstruction of the concrete Federal State affiliation of persons, households, and institutions. In fact, using the Federal State label in conjunction with NEPS data collected in connection with schools or higher education institutions is only permitted in the following cases:
- a) if, in the context of exploring scientific research questions, it is exclusively used for control purposes in order to incorporate it as a covariate in the planned analysis; the identification of individual Federal States in the displayed results is impermissible
 - b) if, in the context of exploring scientific research questions, it is exclusively used for incorporating contextual characteristics or other third-party variables; the identification of individual Federal States in the displayed results is impermissible
 - c) if, in the context of exploring scientific research questions, it is exclusively used for comparing aggregated groups of Federal States where at least two states are combined to form a single meaningful group with regard to substantive issues; the identification of individual Federal States in the displayed results is impermissible
 - d) if, in the context of exploring scientific research questions, it is exclusively used for sample descriptions (e.g., the distribution of participants by state and by different types of schools within states)

The Federal State label in the starting cohorts of schools and higher education institutions can only be accessed via remote access (RemoteNEPS) and by logging in as a guest in Bamberg (On-site). Individual analysis results are reviewed by LIfBi to ensure that this agreement has been observed before being passed on electronically to the data user in a password-protected environment. The abovementioned restrictions do not apply to data collected in a nonschool context and/or in Federal-State-specific educational reform studies.

Article 3: Term of Agreement

1. The agreement starts on the day of signature by both parties and ends upon completion of the research project listed in Art. 2 without requiring notice of termination.
2. The data recipient may terminate the agreement any time without stating any reasons. Extraordinary termination of the agreement by LIfBi is possible under the conditions set out in Art. 8 of this agreement. Notice of termination must be in writing.
3. The rights of use of the data recipient and of the persons involved in the research project end automatically, without notice of termination, upon their retirement from the research project and/or from the contractual institution, and in the case of the persons involved in the research projects, also upon the data recipient's retirement from research project and/or from the contractual institution. The same applies if the institution is wound up, reestablished or taken over.
4. LIfBi shall be informed unrequested and immediately of any change in the aforementioned sense.

Article 4: Persons Involved in the Research Project

The persons involved in the research project are equally bound by the provisions of this agreement as the data recipient.

Article 5: Data Privacy

The data recipient and the persons involved in the research project commit themselves, in particular, to

1. observe the provisions of the European GDPR and the German BDSG,
2. keep secret the NEPS data provided,
3. keep secret transmitted access codes (individual identification and password),
4. refrain from any action aimed at and suitable for re-identifying persons, households or institutions (e.g., education or support facilities),
5. immediately inform LfBi of any accidental re-identification and keep secret individual data gained therefrom,
6. refrain from combining the data, and neither partially, with other data permitting the re-identification of persons, and,
7. make LfBi aware of any security leaks regarding data protection and data security, or any data quality deficiencies.

Article 6: Processing of Personal Data of the Data Recipient and the Persons Involved in the Project

1. LfBi processes the personal data of the data recipient and the persons involved in the research project as follows:
 - a) for the execution of this contract and on the basis of scientific probity, the information provided within the scope of this contract, including personal data, is stored and processed by LfBi (Art. 6 para. 1 sentence 1 lit. a) and f) GDPR),
 - b) to publish information on the research project (title, duration and short description of the project) and the persons involved (name, title, research institution) on the NEPS website (Art. 6 para. 1 sentence 1 lit. f) GDPR).

The personal data will be deleted 10 years after termination of the contractual relationship with LfBi at the end of the calendar year.

Article 7: Liability

1. LIfBi commits itself to carry out the data preparation, de-personalization and provision of the NEPS data with common and adequate care, without assuming any guarantee for the faultless condition of the data sets.
2. The data recipient discharges LIfBi from all liability for reasons of data privacy violation. Accordingly, the same applies to the liability of the persons involved in the research project mentioned in Art. 2 no. 4 of this agreement towards LIfBi.

Article 8: Extraordinary Termination and Consequences Resulting from Breach of Agreement

1. LIfBi may terminate the agreement for a substantial reason and without meeting a deadline. A substantial reason would particularly be a violation of
 - a) the prohibition of data dissemination,
 - b) the requirement to keep the NEPS data secret (see Art. 5 no. 2),
 - c) the prohibition of re-identification (see Art. 5 no. 4),
 - d) the terms regarding the use of the Federal State label (see Art. 2 no. 5), or
 - e) other essential duties under this agreement.
2. In case of an intentional or grossly negligent violation of the contractual duties, the data recipient and the persons involved in the research projects are obliged to pay a contractual penalty of up to 100,000 Euro. The amount of the contractual penalty is determined by the LIfBi directorate, with the enforcement of further claims remaining unaffected.
3. If the data recipient and/or one of the persons involved in the research project violates the contractual duties, she and/or he will be excluded from the use of NEPS data for a period of up to 2 years. In case of serious violations, she and/or he will be permanently excluded from using NEPS data, which again is for the LIfBi directorate to decide.
4. If a violation occurs, the name of the person involved will be published and a notification sent to the research data centers organized in the Standing Committee Research Data Infrastructure (FDI) and to the German Data Forum (RatSWD).

Article 9: Publications

1. In case of publications or other studies (e.g., master theses, working papers, etc.) into which the NEPS data are integrated, the data recipient and the persons involved in the research project commit themselves to refer to NEPS as a reference source. The data recipient is furthermore committed to refer to the version of the data used in all such papers. Instructions on the citation of the data and data documentation can be found on the NEPS website and in the relevant data manuals.

2. Publications and the use of NEPS data must comply with the provisions of the European GDPR, the German BDSG, and the national provisions on data privacy; in particular, publications must not permit any conclusions on the persons, households or institutions interviewed within the context of NEPS.
3. LfBi has to be notified of any kind of publication resulting from the use of NEPS data immediately after publication. Together with the notification LfBi is to be provided with a copy of the publication as print or electronic version.
4. In case NEPS micro data are to be made available within the framework of extended, electronic publications (so-called "enhanced publications"), written approval by the LfBi directorate will be required.

Article 10: Data Deletion

The data recipient and the persons involved in the research project will ensure that the data, including those in modified form, possible backup copies, excerpt and/or auxiliary files, will be deleted on all data carriers where they are stored when the agreement expires and/or terminates.

Article 11: Costs

The use of NEPS data is basically free of charge. Costs incurred by LfBi due to special requirements of the data recipient such as use of own software or addition of external data, may be charged separately.

Article 12: Other Provisions

1. Any disputes about the scope and content of the rights of use granted by this agreement will be decided upon by the LfBi directorate.
2. Any changes or supplements to this agreement must be made in writing to be effective (see also form Supplement/Change to the data use agreement). If a provision of this agreement is invalid, this will not affect the agreement as a whole. In such a case, the agreement shall be interpreted according to the meaning and purpose of the agreement by taking into account what the parties would have intended if they had been aware of the invalidity of the respective provision.

Place, Date

Data Recipient (Name in block letters + Signature)

Place, Date

Person involved in the Research Project (Name in block letters + Signature)

Place, Date

Person involved in the Research Project (Name in block letters + Signature)

Place, Date

Person involved in the Research Project (Name in block letters + Signature)

Place, Date

Person involved in the Research Project (Name in block letters + Signature)

Place, Date

Person involved in the Research Project (Name in block letters + Signature)

Place, Date

LifBi Representative (Name in block letters + Signature)