

Please send the filled and signed document to the Research Data Center at 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 GUS Data Use Agreement as additionally involved persons in the research project (see page 3, Art 2 no. 4).

GUS Data Use Agreement

with case number:

(filled out by RDC at LIfBi)

Between the
Leibniz Institute for Educational Trajectories (LIfBi e.V.)
Wilhelmsplatz 3, 96047 Bamberg, Germany
represented by the LIfBi Board of Directors,
this represented by the Research Data Center,
- hereinafter called the LIfBi -
and

Name	
First name	
Title / Function	
E-mail	
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 study „Health Behavior and Injuries in School Age“
(Gesundheitsverhalten und Unfallgeschehen im Schulalter, GUS):

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

Article 1: Object of Agreement

The LIfBi grants the data recipient the simple and temporary right of use of factually de-personalized GUS 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 used exclusively for the own scientific research of the data recipient and the persons involved in this agreement in the research project described below.

Title of the research project	
Project duration	Start: / / (Day / Month / Year) End: / / (Day / Month / Year)
Project with another GUS agreement at a different institution ²	No Yes → please indicate the co-operation partner (name, institute):
Renewal of a previous GUS 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

3. Any use for commercial or other economic purposes is not permitted.

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 GUS Data Use Agreement.

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

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 GUS Data Use Agreement with own data recipient (see footnote 2).

5. When using the GUS data, 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. Rather, using the Federal State label in conjunction with the GUS data is only permitted in the following cases:
 - a) if, in the context of the work on 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 the work on 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 work on 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 group; the identification of individual Federal States in the displayed results is impermissible
 - d) if, in the context of work on 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)

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 the 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 according to Art. 2 no. 4 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 the research project and/or from the contractual institution. The same applies if the institution is wound up, reestablished or taken over.
4. The 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 according to Art. 2 no. 4 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 according to Art. 2 no. 4 commit themselves, in particular, to

1. observe the provisions of the European GDPR and the German BDSG,
2. keep secret the GUS data provided,
3. keep secret the 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., schools) in the data,
5. immediately inform the LifBi of any accidental re-identification and keep secret individual data gained therefrom,
6. refrain from combining the GUS data, and neither partially, with other data permitting the re-identification of persons, and,
7. make the LifBi 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

The LifBi processes the personal data of the data recipient and the persons involved in the research project according to Art. 2 no. 4 as follows:

1. for the execution of this agreement and on the basis of scientific probity, the information provided within the scope of this agreement, including personal data, is stored and processed by the LifBi (Art. 6 para. 1 sentence 1 lit. a) and f) GDPR),
2. to publish information on the research project (title and short description of the project) and the persons involved (name, research institution) on the respective LifBi 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 the LifBi at the end of the calendar year.

Article 7: Liability

1. The LifBi commits itself to take the common and appropriate care for the processing, anonymization and transfer of the GUS data, without assuming any guarantee for the faultless condition of the GUS data.
2. The data recipient discharges the 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 the LifBi.

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

1. The 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 GUS 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 project according to Art. 2 no. 4 are obliged to pay a contractual penalty of up to 100,000 Euro. The amount of the contractual penalty is determined by the LifBi Board of Directors, with the enforcement of further claims remaining unaffected.
3. If the data recipient and/or one of the persons involved in the research project according to Art. 2 no. 4 violates the contractual duties, she and/or he will be excluded from the use of any data provided by the LifBi for a period of up to 2 years. In case of serious violations, she and/or he will be permanently excluded from the use of any data provided by the LifBi, which again is for the LifBi Board of Directors to decide.
4. In the event of a violation, the LifBi reserves the right to make a disclosure by name and to notify the Standing Committee Research Data Infrastructure (FDI) as the joint body of all Research Data Centers accredited by the German Data Forum (RatSWD) accordingly, including naming.

Article 9: Publications

1. In case of publications or other works (e.g., master theses, working papers, etc.) into which the GUS data are used, the data recipient and the persons involved in the research project according to Art. 2 no. 4 commit themselves to refer to the GUS study including the primary researchers and to the version of the used Scientific Use File. Instructions for marking the GUS reference source and for citing the data can be found on the respective LifBi website and in the data manual.
2. Publications using GUS 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 surveyed within the context of GUS.
3. The LifBi has to be notified of any kind of publication resulting from the use of GUS data immediately after publication. Together with the notification, the LifBi is to be provided with a copy of the publication in electronic or print version.

4. GUS microdata cannot be made available in the context of extended, electronic publications (so-called "enhanced publications"); in such cases, reference must be made to the GUS data offered at the LifBi. In justified exceptional cases, written approval must be obtained from the LifBi Board of Directors.

Article 10: Data Deletion

The data recipient and the persons involved in the research project according to Art. 2 no. 4 ensure that the data, including those in modified form, possible backup copies, excerpt and/or auxiliary files (but not syntax 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 GUS data is basically free of charge. Costs incurred by the LifBi due to special requirements of the data recipient such as the use of own software or the 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 LifBi Board of Directors.
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)
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_____ Place, Date	_____ Person involved in the Research Project	_____ (Name in block letters + Signature)
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_____ Place, Date	_____ Person involved in the Research Project	_____ (Name in block letters + Signature)
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_____ Place, Date	_____ Person involved in the Research Project	_____ (Name in block letters + Signature)
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_____ Place, Date	_____ Person involved in the Research Project	_____ (Name in block letters + Signature)
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_____ Place, Date	_____ Person involved in the Research Project	_____ (Name in block letters + Signature)
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_____ Place, Date	_____ Head of the RDC at LifBi	_____ (Name in block letters + Signature)
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