The data depositor wishes users of TwinLife survey to fill in a contract.
Please send the completed und signed contract (via post, mail or via fax) to:

GESIS - Leibniz-Institut für Sozialwissenschaften

Datenservice

Unter Sachsenhausen 6-8

50667 Köln

GERMANY

Fax: ++49-221-47694-199

Mail: datenservice.das@gesis.org

Charges for this survey will be paid by the TwinLife data depositor himself, so the use of this data is free of charge!

Data Use Agreement

Regarding off-site access to data provided by GESIS

Contract number: _____
(provided by GESIS)

between

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

– hereafter referred to as GESIS –

and

Family name	
Given name	
E-Mail	
Telephone number	
Institution	
Business address	
Position of data recipient [1]	

– hereafter referred to as Data recipient –

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[1] 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

Study title	
Study number	
Persistent Identifier/DOI	
Where applicable specific variables [2]	

– hereafter referred to as database –

exclusively for the purpose agreed in § 2 (paragraph 2) of this contract. 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 collected by GESIS) the data owner will 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.

Title of research project	
Start date of research project (Day /Month /Year)	
End date of research project (Day /Month /Year)	
Description of research goal (Subject matter, developed constructs, goals of project, results obtained)	
Description of methodological approach (Research methods)	

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[2] Please fill in if sensitive variables are requested individually in order to be merged with already available or extant data.

(2) The data recipient is hereby expressly notified of the obligation to confidentiality when dealing with personal data according to § 5 BDSG (the German Federal Data Protection Act). This obligation to data privacy extends beyond the end date of this contract to the extent legally required.

(3) The data recipient is allowed to grant access <u>exclusively</u> to the following, specifically named additional participants for the given research project at the data recipient's institution[3]. The data recipient is responsible for advising these persons of the guidelines agreed in this document for handling the data and to assure that these guidelines are adhered to by all of these persons involved. Upon request by GESIS the data recipient is required to prove that the following persons have agreed to identical obligations of this contract as the named data recipient, in particular to the obligation to data privacy.

1.	Family name, Given name, Email, Business address and function[4] of the researcher / colleague accessing the data	
2.	Family name, Given name, Email, Business address and function of the researcher / colleague accessing the data	

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[3] Cooperation projects between different scientific institutions require that each individual institution signs an individual data usage contract.
[4] For example: full professor, scientific associate, member of research staff, doctoral candidate, undergraduate, student assistant, etc.

3.	Family name, Given name, Email, Business address and function of the researcher / colleague accessing the data	
4.	Family name, Given name, Email, Business address and function of the researcher / colleague accessing the data	

(4) As soon as the content of the research project changes, new persons are added to the research project 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 respective persons and parties to this contract. The effectiveness of the current contract ends in such cases without notification of cancellation.

(5) 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 by both named parties 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 as well as persons participating in the research project 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. For persons participating in the research project processing and usage rights also end when the data recipient leaves the research project, or institute named in the contract. All transmitted data, particularly backups, extract files and help files are to be deleted (see §7) even if only existing in a modified form. 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 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 passing on of the respective additional knowledge).

(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) If anonymized, 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, initially by telephone and then in writing of the de-anonymization and the circumstances.

§ 5 Data security concept

(1) The data recipient is responsible for ensuring via technical and organizational measures that only the data recipient and those persons expressly named in § 2 (above) receive access to the database.

(2) In particular, the data recipient ensures authorized access and data security via the following concepts (more information and advice on secure database handling can be found in the leaflet available online[5]):

Short description of the concept for ensuring authorized access	
Short description of organizational and technical measures for ensuring data security	

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[5]http://www.gesis.org/fileadmin/upload/dienstleistung/daten/secure_data_center/GESIS_Leaflet_Secure_Data_Handling.pdf

§ 6 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).

(4) The database is not to be made available in the context of "enhanced publications" (i.e. e-publications with links to data, models, algorithms, etc.); the only exception is with expressed written consent from GESIS.

(5) In order to make results of analyses undertaken with the data transparent we encourage all users to grant access to all scales and indicators used in their own publications. For this purpose the user can pass on the syntax (for analyses with Stata, SPSS or R) to the data depositors (for more information see the supplement to this contract).

§ 7 Deletion of data

The data recipient is obligated to ensure that the database made available, specifically including all backup copies, backups, modified copies, extract files and help files, are deleted from all data processing medium and storage at the time the processing and usage rights granted in this contract according to § 2 of this contract expire. GESIS is to be notified immediately in writing of the deletion and, if applicable, any and all data storage media made available are to be returned to GESIS.

§ 8 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
- Unauthorized access to the data, even if this occurs via a lapse in IT security
- Non-compliance with required standards for secure data storage and processing
- 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 whether via the data recipient themselves or the persons named in §2 (3) 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: The data recipient will be required to immediately delete the database, 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 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).

§ 9 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 of the received data or as a consequence of his/her interpretation of the received data.

§ 10 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.

Place, Date	Data recipient (Name and signature)

Place, Date	Person participating in research project (Name and signature)

Place, Date	Person participating in research project (Name and signature)

Place, Date	Person participating in research project (Name and signature)

For internal use!

The data transfer is approved.

Place, Date	**Signature data owner**

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

Version for TwinLife: 02.11.2016