

## Agreement on the use of research data / research materials

between

University of Bremen – Research Data Center (RDC) “Qualiservice”  
SOCIUM Research Center on Inequality and Social Policy  
Mary-Somerville-Str. 7  
28359 Bremen  
Germany

- thereafter “Qualiservice” -

and

*[insert: name of the researcher / principal investigator  
name of the institution  
street  
postal code/city]*

- thereafter “data user” -

### **Preamble**

The aim and purpose of the scientific research data center “Qualiservice” at the University of Bremen is the long-term archiving of qualitative research data / research materials from social sciences research and the provision of data and materials to qualified researchers on the basis of an individual user agreement for further non-commercial scientific use. Qualified researchers are those who work at a scientific research institution, are involved in scientific research projects, or have archived their research data / materials with Qualiservice. Qualiservice provides the necessary technical and organizational measures for the data protection-compatible provision of the research data / materials in cooperation with public and private service providers. The “Guidelines for Safeguarding Good Research Practice” by the German Research Foundation (DFG) are recognized by the parties.

This following agreement is concluded between the parties:

### **1. Subject matter of the agreement**

**1.1** Upon request from the data user and after signing of a user agreement between the data user and Qualiservice, Qualiservice will provide the qualitative research data / research materials from the research project *[insert: exact title as well as any abbreviations of the research project - if applicable]* free of charge and for non-commercial, scientific use only, exclusively for a usage according to Para. 2 of this agreement.

**1.2** The data user will receive the research data / research materials from the research project *[insert: exact title as well as any abbreviations of the research project - if applicable]* via a secure download, anonymized/resp. pseudonymized for external further scientific use. The data user shall not make the controlled access granted by Qualiservice available to any third party and shall keep it protected from unauthorized access by third parties. Only on-site at Qualiservice's Safe Room at the University of Bremen, the data user can work with less anonymized data, such as video and audio data, on special request and with demonstrated and justified research interest - subject to high security requirements that are communicated to the data user prior to use in the Safe Room.

## **2. Purpose of use**

**2.1** The data user may use the qualitative research data / research materials from the scientific research project *[insert: exact title as well as any abbreviations of the research project - if applicable]* for non-commercial, scientific use only in accordance with the following sub-paragraph 2.1.1 / 2.1.2 *[delete the sub-paragraph which is not applicable]* for the agreed purpose of use and the periods of use:

*[delete the sub-paragraph which is not applicable, i.e. 2.1.1 or 2.1.2]*

**2.1.1 (a)** The research data / research materials may be used for non-commercial and scientific use by the data user in the context of the following research project and according to this user agreement:

Title of the research project: *[insert]*

Subject / topic of the research project: *[insert short description]*

Start of the research project: *[insert]*

End of the research project: *[insert]*

**(b)** A transfer of the provided research data / research materials to third parties is prohibited. An exception applies for the following persons explicitly mentioned and also involved in the research project mentioned in sub-paragraph 2.1.1. The following persons may also use the qualitative research data / research materials in the context of the research project mentioned in sub-paragraph 2.1.1 and according to this user agreement:

First name and surname: *[insert]*

Duty: *[insert, e.g. Postdoc]*

The data user has to ensure through appropriate measures that this person / those persons take notice of and comply with the content of this user agreement (e.g. through signing a declaration of commitment between the data user and the person / persons mentioned above).

**(c)** The applicability of this user agreement ends and a new user agreement has to be signed in case of changes of the subject / topic of the research project and / or change of the person / persons involved and / or if the research data / research materials have to be used beyond the end of the research project.

**2.1.2 (a)** The research data / research materials may be used for non-commercial and scientific use for academic lecturing / teaching by the data user, including related seminars and final thesis' in the context of the following academic lecture / lectures and according to this user agreement:

Title / number of the academic lecture: *[insert]*

Subject / topic of the academic lecture: *[insert]*

Start of the usage period: *[insert]*

End of the usage period: *[insert]*

**(b)** A transfer of the provided research data / research materials to third parties is prohibited. An exception applies for the following students explicitly mentioned, who are participating in the academic lecture mentioned in sub-paragraph 2.1.2. The following students may also use the qualitative research data / research materials in the context of the academic lecture mentioned in sub-paragraph 2.1.2 and according to this user agreement:

First name(s) and surname(s) of the student(s): *[insert]*

The data user has to ensure through appropriate measures that this student / those students take notice of and comply with the content of this user agreement (e.g. through signing a declaration of commitment between the data user and the student / students mentioned above).

**(c)** The applicability of this user agreement ends and a new user agreement has to be signed in case of change of the subject / topic of the academic lecture and / or change of the student / students involved and / or if the research data / research materials has to be used beyond the end of the usage period.

### **3 User requirements**

**3.1** The data user refrains from any action to de-anonymize the provided research data / research materials and / or to re-identify data subjects.

**3.2** Unless the data user receives an explicit written approval from Qualiservice, research data / research materials in form of interviews or the presentation of individual cases - even if they are completely anonymous - may only be quoted in excerpts by the data user and may not be attached to or published in full to research or qualification work to ensure, vis-a-vis third parties, that the resulting overall context of events cannot lead to the identification of the persons concerned.

**3.3** The data user has to cite the research data / research materials according to good research practice. For every publication which is based in part or in full on the research data / research materials from Qualiservice, the primary researcher and Qualiservice have to be credited according to the citing recommendations from Qualiservice.

**3.4** The data user is obliged to provide Qualiservice with either a print copy of the publication or an electronic version of the publication free of charge for each publication based on the use of research data / research materials provided by Qualiservice. Electronic publications are uploaded to the Qualiservice portal, a reference to the literature is noted for print copies.

**3.5** The data user is obliged to inform Qualiservice immediately about any change of contact details.

**3.6** The data user is obliged to inform Qualiservice about possible mistakes in the content of the provided research data / research materials. Qualiservice cannot guarantee the accuracy in the content of the provided research data / research materials.

### **4. Data protection and data security**

**4.1** The data user is obliged to take necessary technical and organizational measures to ensure that only the data user as well as the person / persons mentioned in Para. 2 have access to the provided research data / research materials.

**4.2** The online access to the provided research data / research materials is only permitted from Member States of the European Union and of the European Economic Area as well as from countries offering an adequate level of data protection according to the European Commission. The data user is obliged to delete the downloaded research data / research materials if the data user moves to a country not offering an adequate level of data protection according to the European Commission.

**4.3** The data user agrees that the personal data collected by him/her under this agreement will be stored and processed by Qualiservice in order to execute this agreement.

## **5. Duration of the agreement, legal consequences of breaches of contract, withdrawal**

**5.1** This user agreement enters into force upon signature by both parties and shall end with respect to the non-commercial, scientific use of the research data / research materials provided by the data users in related areas of their own scientific research with the end of the research project referred to in sub-paragraph 2.1.1 of this agreement or regarding the non-commercial and scientific use of the provided research data / research materials in related fields to the academic lecturing / teaching of the data users according to the agreed end of the usage period in sub-paragraph 2.1.2 of this agreement. *[delete the sub-paragraph which is not applicable]*.

**5.2** The right of use ends immediately without further notice if the data user leaves the research project mentioned in sub-paragraph 2.1.1 and / or leaves the mentioned institution or acts contrary to this agreement. The right of use ends also immediately for the person / persons explicitly mentioned and also involved in the research project mentioned in sub-paragraph 2.1.1, who are also working in the context of the research project. *[delete the paragraph which is not applicable, i.e. 5.2 or 5.3]*

**5.3** The right of use ends immediately without further notice if the usage period of the academic lecture mentioned in sub-paragraph 2.1.2 ends earlier and / or the data user leaves the mentioned institution or acts contrary to this agreement. The right of use ends also immediately for the student / students explicitly mentioned, who are participating in the academic lecture according to sub-paragraph 2.1.2. *[delete the paragraph which is not applicable, i.e. 5.2 or 5.3]*

**5.4** Declarations of consent by the data subject to the data processing in the context of the scientific research project *[insert: exact title as well as any abbreviations of the research project - if applicable]* may be withdrawn at any time and without any justification. In such a case, Qualiservice will delete the personal data of the data subject immediately. This may also apply to data derived from the provided data, if they are still personal data. In this case, Qualiservice is entitled to withdraw the right of use of the provided research data / research materials at any time.

**5.5** Upon termination of the agreement or termination of the right of use, all research data / research materials provided to the data user or to the person named in sub-paragraph 2.1.1 and sub-paragraph 2.2.2 *[delete the sub-paragraph which is not applicable]* including the corresponding data material, such as backup copies, backups, modified copies must be deleted and, if necessary, hard copies must be destroyed. The termination of the use as well as the deletion and destruction shall be reported by the data user to Qualiservice in writing.

**5.6** The data user shall be liable to Qualiservice for all damages caused by Qualiservice as a result of the non-contractual, unauthorized use by the data user and the persons mentioned in sub-paragraph 2.1.1 (b) and sub-paragraph 2.2.2 (b) and shall indemnify Qualiservice from liability claims of third parties.

**5.7** In the event of a breach of this user agreement, Qualiservice shall be entitled to block the access of the data user to the research data / materials at any time. In the event of a breach of this user agreement, Qualiservice also reserves the right to assert possible criminal claims as well as to report the breach to the relevant professional association or the institution responsible for the data user.

## **6 Liability**

Qualiservice shall not be liable for any damages arising from the use of research data / research materials provided on the basis of this agreement. The data users are solely responsible for the actions, conclusions, analyses or interpretations of the research data / research materials provided on the basis of this agreement and the actions of the data users resulting therefrom.

## **7 Final provisions**

**7.1** The invalidity of a provision of this Agreement shall not affect the validity of the remaining provisions of this Agreement. Invalid provisions shall be replaced by those which, taking into account the interests of both parties, are likely to achieve the desired purpose. The same shall apply to the filling of any gaps that may arise in the agreement.

**7.2** Amendments of or additions to this agreement, including an amendment of this clause, require the written form to be legally valid.

**7.3** This agreement shall be subject exclusively to the law of the Federal Republic of Germany. The place of jurisdiction is Bremen.

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Place and date

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Place and date

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Qualiservice

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Data user