

Data Distribution Contract (EEA)

This is a contract between _____ and _____

DIW Berlin
Deutsches Institut für
Wirtschaftsforschung
Mohrenstraße 58
10117 Berlin

Name of institution

- referred to below as "Data Recipient" -

1 DIW Berlin grants the Data Recipient the non-exclusive right of use of the Socio-Economic Panel (SOEP) microdata (referred to below as "SOEP data").

2 The following are the restrictions to this right of use:

2.1 The Data Recipient agrees not to give or make the data available to any person or institution other than those persons listed in Section 2.3 who are working on the research project stated there and have agreed to the data protection regulations. The same applies to any modified data.

2.2 The data may only be used for the Data Recipient's own research. Use of the data for commercial or other scientific purposes is strictly forbidden. Permission may be granted in particular cases upon submission of a request for a separate contract. The use of the complete dataset in teaching is also forbidden. Only the version of the SOEP data provided for use in teaching, which contains 50% of the number of cases in the full dataset, may be used for this purpose. The teaching version of the dataset is provided to Data Recipients on specific request.

2.3 Use of the SOEP data is allowed only in the following research projects:

Title of your project

Other use of the data than for this project is not permitted.

The data are to be used only by the persons who are employed at the Data Recipient's institution and who are responsible for working on the aforementioned research project. These are:

Project head: Title, First Name, Last Name

Other project staff: Title, First Name, Last Name

The Data Recipient is to ensure that the aforementioned persons who are permitted to use the data adhere to the regulations to which they are subject under this contract, and that they treat the SOEP data in accordance with the legal provisions on the protection of personal data.

2.4 De-anonymization measures (identifying individuals in the dataset) are not permitted. Publication of individual datasets is prohibited. Merging of the data with other non-anonymized SOEP data is not permitted. Linking of the data with other individual or household data (for instance, using the procedure of statistical matching) is only permitted with written approval from the SOEP Research Data Center.

2.5 The Data Recipient is responsible for taking the necessary technical and organizational measures needed to ensure the protection of personal data in accordance with German data protection law as well as the respective national

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Postanschrift:

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Vorstand

Prof. Marcel Fratzscher, Ph.D.

(Präsident)

Angelica E. Röhr (Geschäftsführerin)

Prof. Dr. Stefan Liebig

Kuratorium

Prof. Dr. Axel A. Weber (*Vorsitzender*)

Rechtsform

Eingetragener Verein

Sitz in Berlin

Amtsgericht Charlottenburg

95 VR 136 NZ

data protection laws. DIW Berlin can provide further information if needed. In the event of any legal disputes, German data protection laws apply.

- 2.6 Upon completion of the research project stated in Section 2.3, the SOEP data provided to the Data Recipient as well as any back-up copies, extracts, and help files must be deleted. DIW Berlin is to be informed in writing of the completion of the project, including the date and manner of deletion.
- 2.7 The Data Recipient agrees to make all findings based on SOEP data and all publications of these findings available to DIW Berlin at no charge for the purpose of inclusion in the SOEPlit database.
- 2.8 When publishing their research findings, both the Data Recipient and all persons listed in Section 2.3 must strictly ensure that no information is released that allows for identification of individual persons. If publishers/journals refuse to publish the submitted paper unless the underlying SOEP data are made publicly available, it should be kept in mind that passing on the dataset provided by us is strictly forbidden. All users may, however, archive their datasets at the SOEP Research Data Center for reanalysis.
- 2.9 The Data Recipient hereby certifies that he/she has obtained permission from the project head stated in Section 2.3 for DIW Berlin to publish project head's name, research institute/department, and project title to appear in the next issue of the SOEP newsletter in the section "New data users."
- 2.10 The Data Recipient agrees to cite the SOEP data in all publications using of the SOEP data by stating the source as "SOEP" with the corresponding DOI.
- 3 DIW Berlin agrees provide the data at no charge. No fees will be charged for data transfer or documentation.
- 4 DIW Berlin reserves the right to a final decision in cases where disagreements arise over the right to use the SOEP data.
- 5 The right of each of the persons listed in Section 2.3 to use the data ends if and when he/she leaves the Data Recipient's institution or if and when that institution is dissolved, taken over by new management, or re-established as a new institution. This is also the case if the same persons continue the project at a different institution. In this case, the persons are only permitted to continue using the SOEP data after a new data distribution contract has been signed between the new institution and the SOEP. In all such cases, the data as well as any back-up copies, extracts, and help files must be deleted. DIW Berlin is to be informed of any of the changes covered in this Section. If this does not occur, DIW Berlin reserves the right to revoke SOEP data use privileges at any time. In this case as well, the Data Recipient is required to delete the SOEP data. DIW Berlin is to be informed of all deletions carried out by the Data Recipient as stipulated in Section 2.6.
- 6 In cases of dispute or discrepancy, the German version of this contract is binding. Any changes or amendments to this contract must be made in writing.

Berlin, date

City, date

Vice-Director of the SOEP

Signature

(on behalf of the Data Recipient's
research institution)