

Data Use Agreement

by and between

Leibniz-Zentrum für Psychologische Information und Dokumentation
(Leibniz Institute for Psychology Information)
Universitätsring 15
54296 Trier
Germany
represented by its Director
- hereinafter ZPID -

and

Title, First & last name

Institution

Street

Postal code, city

- hereinafter Data User -

Preamble

The ZPID is editor and provider of the psychology data archive. The objective and purpose of this archive is comprehensive documentation and long-term archiving of primary data from all areas of psychological research and provision of the data records for scientific purposes of use. All those involved recognize the rules of the German research funding organization Deutsche Forschungsgemeinschaft (DFG) on safeguarding good scientific practice (2013¹) as a generally accepted approach.

Section 1 Subject Matter of the Agreement

(1) Subject matter of this Agreement is the Data User's permission to use the data record stated hereinafter for scientific purposes.

Followed by the detailed designation of the data record (citation)

¹ Deutsche Forschungsgemeinschaft (2013). Recommendations of the Commission on Professional Self Regulation in Science. Proposals for Safeguarding Good Scientific Practice. 2nd expanded edition. Available at URL: http://www.dfg.de/download/pdf/dfg_im_profil/reden_stellungnahmen/download/empfehlung_wiss_praxis_1310.pdf (02/23/2016).

- (2) The Data User shall receive from ZPID the data record stated in Subsection (1), the associated coding instructions and, as applicable, other material required for the comprehension of the data record after conclusion of the Agreement.

Section 2 Terms of Use

- (1) The materials made available to the Data User must be used exclusively for his or her own scientific purposes.
- (2) Forwarding the materials made available to third party is prohibited. An exception shall apply to use of the materials by researcher groups/project groups and in academic training. In these cases, the Data User undertakes to ensure that the materials are treated pursuant to this Agreement by the other researchers and members of the researcher groups/project groups or the participants in the academic classes, as the case may be, by taking appropriate measures (such as by obtaining a corresponding declaration of obligation of the other researchers and research group members/project groups members or the participants in the academic classes, as the case may be).
- (3) In each publication, based in full or in part on the materials made available, both the data provider as well as ZPID must be named. It is preferable to use the recommendation for citations of the psychology data archive of ZPID.
- (4) Of the publication(s) having been created through the use of the materials made available, two copies each must be made available to ZPID.
- (5) The ZPID must be pointed out any potential errors detected in the materials.
- (6) There shall neither be attempts made of re-identifying and contacting test persons, nor shall there be publication of information that may lead to the re-identification of the test persons.

Section 3 Disclaimer of Liability

- (1) ZPID shall be liable without limitation
 - In the event of intent or gross negligence as well as
 - In the event of injury to life, limb or health.
- (2) In the event of a slightly negligent breach of an obligation that is fundamental in achieving the purpose of the Agreement, liability of ZPID shall be limited to the amount of the damage typically foreseeable at the time of conclusion of the Agreement.
- (3) The ZPID does not assume any further liability.
- (4) The limitation of liability shall also apply to the personal liability of the employees, representatives and bodies of ZPID.

Section 4 Data Privacy

- (1) The Data User undertakes to adhere to the duties of protection applicable to the area of personal data under the provincial act on data protection of Rhineland-Palatinate (*rheinland-pfälzisches Landesdatenschutzgesetz*).
- (2) The Data User explicitly gives his or her consent to the forwarding of information about his or her identity and affiliation to the data provider, who has made the data available to ZPID.

Section 5 Commencement, Term, Termination of the Agreement

- (1) This Agreement shall enter into force upon signing by both contracting parties for a term of five years. The date of the last signature shall be decisive for the commencement of the Agreement.
- (2) The Agreement may be prematurely terminated by either contracting party. The premature notice of termination must be given in writing by stating the reasons.
- (3) If the Data User acts in breach of Agreement, then the right of use will lapse immediately without the requirement of the other party objecting to the breach. The Data User shall be liable for defects to material or content vis-à-vis the data provider and ZPID.
- (4) Upon termination of the Agreement, any and all materials made available to the Data User must be destroyed. Any further use of the materials by the Data User, including but not limited to any potential modified data records, is prohibited.

Section 6 Deviations from the Text of the Agreement

In order to be effective, amendments and/or supplements to this Agreement must be made in writing and signed by all contracting parties in the form of an adjustment of Agreement. The adjustment of Agreement must explicitly refer to the Agreement concluded above.

Section 7 Place of Jurisdiction

- (1) If the Data User is a merchant (*Kaufmann*), a legal entity under public law (*juristische Person des öffentlichen Rechts*) or special funds under public law (*öffentlich-rechtliche Sondervermögen*), then the place of jurisdiction for all disputes arising from this Agreement shall be the office of ZPID.
- (2) German law shall apply.

Trier,

For ZPID

The Data User