# EBDC Data Archiving Agreement

# Contents

# Partners

The following data archiving agreement is to be signed between the

LMU-ifo Economics & Business Data Center
Poschingerstr. 5
81679 Munich

Represented by

Prof. Dr. Ralf Elsas,
Prof. Dr. Oliver  Falck,
Prof. Dr. Andreas Peichl
Prof. Dr. Joachim Winter

(Referred to below as the "EBDC")


and

XX

(Referred to below as "data owner")

# §1 Description of service

The EBDC's infrastructure offers researchers the opportunity to archive their research data in trust and make this data available to third parties. The data can be used by third parties for the purposes of scientific analysis and/or replicability and is stored on special computers that can be accessed in the EBDC.

# §2 Data archiving

(1) The data owner is given the opportunity to archive his/her data in the EBDC. To this end, the data owner delivers his/her data to the EBDC via …………………………………………………… The latter is not responsible for data security until the data in question has been received.

(2) The data owner ensures that s/he owns all (copy/user and exploitation) rights to the data to be archived. The archiving of data in the EBDC and the granting of permission to inspect the archived data to external parties are hereby legally permitted. The data owner is obliged to provide the data in a form that renders any re-individualization of the anonymous data impossible. Should the EBDC suffer any damages due to a breach of this obligation, the data owner is obliged to compensate it for these damages.

(3) The data owner will be provided with ….. megabytes of storage space to archive his/her data.

(4) The data delivered to the EBDC are stored on servers that are kept in separate rooms to the analysis computers. Access to the rooms where these servers are housed and technical access to them is restricted to EBDC employees.

(5) The EBDC requests registration of the dataset using DOI. *(optional)*

## §3 Data use

(1) The data delivered to the EBDC can only be analysed on its premises. Access to analysis computers is strictly controlled No access to these computers is allowed outside the opening times of the EBDC.

(2) The analysis computers are technically equipped to ensure that no transfer of data to external media such as, for example, USB sticks, CD-ROMs or the internet, is possible.

(3) All persons who make a request to use the data (referred to below as "data users") must sign a data protection declaration. In this declaration they undertake not to pursue any commercial goals and to respect data confidentiality even once their research has been completed. The data protection declaration is attached as **Appendix 1**.

(4) The EBDC will issue the data owners a copy of the signed data protection declaration mentioned in paragraph 3.

## §4 Delivery of results

(1) If the results of a data analysis are to be sent to a data user, the EBDC will transmit these results to the data owner to request his/her permission prior to any dispatch.

Data owner's email ...............................................................................

The EBDC will not provide the data user with any results until it has received the release statement.

(2) The data will be sent to the data user via email in a zip file protected by a password.

Password ...........................................................................

## §5 Warranty and liability

(1) The EBDC accepts responsibility for providing the technical infrastructure for data archiving and analysis. Moreover, the EBDC ensures that no third party is allowed unrestricted access to the data.

(2) The EBDC reserves the right to temporarily suspend server operations for urgent internal reasons and will endeavour to keep down-times to a minimum.

(3) The EBDC is not obliged to check whether the rights of third parties are violated by the archiving or analysis of data. Specifically, the EBDC is not responsible for data contents, the lawfulness of data provision or access to data.

## §6 Obligations of data owner

(1) The data owner undertakes to immediately inform the EBDC of any changes to his/her address information, and especially to his/her email address.

(2) If a data owner does not respond to a request to grant access the results referred to in §4, paragraph 1 within a year, the EBDC reserves the right to terminate the agreement and delete the relevant data.

## §7 Termination

(1) This agreement is valid as of its signature date and up until 31 December 201x. It will be automatically extended for the period of one year thereafter if not terminated by either party three months prior to the end of a calendar year.

(2) The right to terminate the contract with immediate effect remains unaffected. An important reason exists specifically if:
- Either partner severely breaches the obligations set out in this agreement, or
- If bankruptcy or receivership proceedings pertaining to the assets of either party are initiated.

(3) The agreement can only be terminated in writing; termination via email fulfils the written form requirement.

# §8 Final provisions

(1) Contact partners for technical, administrative and content-related matters regarding data archiving in the EBDC:  EBDC@ifo.de

(2) Any changes or addendums to this contract must be made in writing.

(3) Appendix 1 is part of this contract.

(4) If certain clauses of this contract cannot be or are not implemented, this does not affect the validity of the other clauses. Such clauses are to be interpreted, changed or complemented with a view to achieving the aims and purposes of this contract as effectively as possible. This also applies if issues emerge in the application of this contract that are not covered by it and were unforeseen by the partners.

(5) This contract is subject to the laws of the Federal Republic of Germany. The place of contractual fulfilment and area of jurisdiction for all claims arising from this contract is Munich/Germany.


Munich, __.__.20__


……….…………………………………………… ………………………………………………………
Prof. Dr. Oliver Falck
for the EBDC Data owner

# Appendix 1

**Statement of commitment pertaining to use of XX's data**

The Economics & Business Data Center is obliged to ensure that the data delivered by a data owner is securely stored. It will essentially only grant access to this data for proven academic purposes, and if it is sure that anonymous data cannot be re-individualised in any way.

By signing this statement, the data user undertakes to abide by the EBDC's terms as outlined above. S/he specifically undertakes to comply with the following rules:

**General provisions:**

1. Data provided by the EBDC will be exclusively used for academic purposes. Users will **not pursue commercial goals** in their inspection, evaluation, processing or further processing of the data.

2. It is strictly forbidden to provide third parties with details of participating companies or of the composition of the data panel. **Data secrecy** also applies once the research project has been completed.

**Data use:**

1. The micro data will only be made available on the EBDC's premises, on a computer at an EBDC work station. Personal identity checks of all computer users will be carried out.

2. It is strictly forbidden to **re-individualise** anonymous data.

3. Data users must ensure that third parties do not obtain any unauthorised access to the computer at their work station; and more specifically, users must **logoff from the system should they leave their work station** (even for a short period of time).

4. The EBDC can only send the data user the results of data use and analysis in an aggregate form.

5. Final approval of data delivery as described in sub-paragraph 4 is given by the data owner.

**Non-compliance with these obligations has the following consequences:**

- The EBDC will immediately discontinue data provision.

- Any data already delivered may not be used in research work. The data user is specifically forbidden to use the data in any publication.

- S/he also undertakes to compensate the EBDC for any proven damages arising as a result.

**Data user statement:**

Mr/Ms ………………………………….. born on: ………………… in:…………………..
Address: …………………………………………………………………………………….
Relevant academic institution …………………………………………………………
…………………………………………………………
Email:……………………………………………………………………………………..

I accept the obligations stated above.

…………………………………………………………………….
Place, date, signature


**Statement of research department head /tenured professor (where applicable)**

Mr/Ms ………………………………….. born on: ………………… in:…………………..
Address: …………………………………………………………………………………….
Relevant academic institution …………………………………………………………

I accept the obligations stated above.

…………………………………………………………………….
Place, date, signature

**Name of projects/ working title:**

…………………………………………………………………………………………………..

**Project time frame:**

…………………………………………………………………………………………………..

**Project description:**

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

………………………………………………………………………………………..…………

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

………………………………………………………………………………………..…………

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

………………………………………………………………………………………..…………

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

………………………………………………………………………………………..…………

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

………………………………………………………………………………………..…………

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

………………………………………………………………………………………..…………

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..