

Usage regulations

Note: Neither the data provider(s) (person(s), institute(s), etc.) nor GESIS bear any responsibility for the planned analysis, the method used for the analysis, or the interpretation of the content of the data provided by GESIS.

For any questions regarding the rules of use, e.g. availability of special studies (access classes), please consult:

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Preamble

The work of GESIS - Leibniz Institute for the Social Sciences, hereinafter referred to as GESIS, serves to promote research in the social sciences. GESIS provides fundamental, nationally and internationally significant research-based services for the social sciences. One of the tasks for the promotion of social science research is the archiving, documentation and long-term preservation of social science data, as well as the creation of user-friendly and high-quality access to all information and data relevant to empirical social research (collectively, data services). The data services are provided by the GESIS data archive.

The GESIS archive inventory includes the original data and documents of the data provider as well as, if applicable, additional material generated by standardized documentation and processing at GESIS (e.g., cleaned data sets, variable reports, and the like).

The data and documents are provided exclusively on the basis of these usage regulations.

1. General access requirements

Unless expressly indicated otherwise, GESIS makes data and documents available only for scientific evaluations within the framework of a temporary project by academic research and teaching.

Institutes or persons outside of academic research and teaching may request provision in writing.

Data and documents are obtained within the framework of access categories (see point 2.).

The storage and processing of data by the user is limited in time to the intended use of the data.

The user agrees that the personal data provided by him/her, as well as the personal data resulting from his/her cooperation with GESIS, may be stored by GESIS for the purpose of carrying out the data usage. Further information on the handling of the user's personal data can be found in the GESIS privacy policy.

Access restrictions are determined by GESIS in consultation with the respective data provider.

Irrespective of the access restrictions on the use of data and documents, the documents may be viewed by anyone, unless otherwise specified.

2. Access categories

The provision of data and documents is governed by the following access categories. The access categories are noted in the respective study descriptions in the data stock catalog.

Kategorie 0	Data and documents are released for everyone.
Kategorie A	Data and documents are released for academic research and teaching.
Kategorie B	Data and documents are released for academic research and teaching if the results are not published. If publication or further processing of the results is planned, permission must be obtained through the Data Archive.
Kategorie C	Data and documents are only accessible for academic research and teaching after written permission has been obtained from the data provider. The data archive obtains written permission for this purpose, stating the user and the purpose of the evaluation.

3. Request and supply of the material

The data is made available via password-protected online access for which registration of the user is required, or, in the case of access classes B and C, via a secure download server upon written request of the user.

The user may process and use the data provided exclusively for the purpose of his/her own scientific research or for another purpose covered by the corresponding access class. Processing or use for other purposes requires a separate prior written agreement with GESIS.

The user must take appropriate technical and organizational measures to ensure that only the data recipient has access to the data provided by GESIS.

GESIS recommends that the data be encrypted when used on the user's terminal equipment, or when stored on network drives or in so-called cloud services, or when backed up on mobile storage units (e.g. USB stick). Further regulations apply when concluding user contracts with GESIS.

Unauthorized disclosure of the data provided to third parties is not permitted. Third parties include, but are not limited to, publishers, libraries, data archives or research data repositories.

Permission for disclosure is given if the data provided are subject to licensing conditions that permit disclosure, or GESIS grants such permission in a separate written form.

If the use of the data by more than one person is planned, these persons must be disclosed to GESIS by name. This also applies to academic teaching.

4. storage and use of personal data of the user

In order to fulfill the statutory purpose and to prove the use of the data service, GESIS is obliged to report to various bodies. In order to fulfill these reporting obligations and to optimize its data-related services, GESIS uses the information provided by the user during registration and login for statistical evaluations. This information includes the user's subject affiliation and country of residence.

In addition to the subject affiliation and the country of residence, the following information is collected and stored in an extended log file for each data download and linked to the aforementioned information using a pseudonymized ID of the user:

- Specified purpose of use,
- Timestamp,
- Session ID,
- Study number,
- File name, type, and file ID,

- Browser type,
- Name of the technical service at GESIS for the data offerings.

All information provided by the user in this section is evaluated statistically.

For this evaluation, GESIS discloses the log files internally at GESIS in pseudonymized, non-aggregated form.

For purposes of scientific research and statistical analysis, the log files are published (among other things, as part of long-term archiving via GESIS). GESIS enables their worldwide use. The published log files do not allow any direct reference to the identity of a user.

↗ Link [Privacy Policy](#)

5. De-anonymization

The user must refrain from any action that aims at or is suitable for him/her or others to lead to a re-identification of target persons or to de-anonymize the anonymized individual statistical data contained in the data provided (e.g. by providing corresponding additional knowledge).

The data provided may not be merged - not even in part - with other data at the individual level (microdata records). However, parameters on an aggregated level may be added to the data.

The presentation or publication of individual cases, even if there is no direct personal reference, is not permitted. Summarized presentations of the data are permitted, as is customary in scientific papers and presentations.

If anonymized individual statistical data are de-anonymized in the data provided, even if this does not occur as a result of an action intended to achieve this, the user must keep this individual statistical data secret and inform GESIS immediately and without delay, first by telephone and then in writing, of the de-anonymization and its circumstances.

6. Termination of the project

The user undertakes to notify GESIS of the termination of the project for which data and documents from the data archive were used.

The user is obligated to ensure that the data provided, in particular including backup copies, backups, modified copies, and extract files, is deleted from all data carriers upon termination of the user's right to process and use the data.

If further use is intended, the user undertakes to apply to the data archive for new permission to use the data.

7. Citation requirement, specimen copy

In the case of publications or other works (e.g. master's theses, working papers, etc.) in which the data provided are used, the user undertakes to refer to these data as a reference source, including the Digital Object Identifier (DOI) provided by GESIS. The data recipient is further required to refer to the version of the datasets used in all such work. Corresponding specifications for citing the data and data documentation can be found on the GESIS website.

In addition, any publication resulting from work with the data provided must be sent to GESIS free of charge in two copies at the latest one month after publication. This also includes so-called "gray literature". The specimen copies can be provided as a print copy or in electronic version (e.g. in Portable Document Format, PDF).

8. Consequences of violations

If the user violates the obligations arising from these user regulations, he/she must inform GESIS immediately. Violations in this sense include, but are not limited to:

- The processing or use of data for purposes other than those specified for the original data use.
- No or insufficient indication of data sources for publications
- De-anonymization or re-identification of individuals
- Disclosure of data or data extracts to third parties
- Unauthorized access to the data, even if it is due to lack of measures mentioned in 3 above
- Non-compliance with the requirements for secure storage and processing of the data
- The disclosure of personal access codes and passwords

The User shall be liable to GESIS for all damages incurred by GESIS as a result of the non-agreed, unauthorized or incorrect handling in the context of access to the data provided by the Data Recipient and shall indemnify GESIS to this extent against liability claims by third parties.

In the event of a breach of any of the obligations set forth in these Usage Regulations, GESIS will take one or more of the following measures, depending on the circumstances and severity of the case: The user shall immediately delete the data provided, including any backup copies, extract files and auxiliary files on his/her premises; a corresponding notification of the violation will be sent to other research data and service centers and the Council for Social and Economic Data; the user will be temporarily or permanently excluded from access to GESIS services.

9 Warranty and liability of GESIS

GESIS shall not be liable to the user for any loss or damage of any kind in connection with the data provided or with any conclusions or recommendations that may be contained in the data provided. The User hereby acknowledges that he/she is solely responsible for the consequences of any actions taken as a result of the data provided or as a result of his/her interpretation of the data provided.

10. Charge for data provision

The fees for providing data and documents from the data archive that fall under access classes B or C and are not directly available for download are regulated in a price list on the GESIS website:

<https://www.gesis.org/angebot/archivieren-und-registrieren/datenarchivierung/>

11. Final provision

The amendments to the Usage Regulations shall enter into force on 30.06.2023.