

Data Use Agreement

For data of the
DFG funded project *SPeADy*
(Study of Personality Architecture and Dynamics)
between

the data provider

Prof. Dr. Christian Kandler
Professor for Personality Psychology and Psychological Assessment
Head of DFG-Project *SPeADy*
Department of Psychology
University of Bremen

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and

the data recipient

Please read this document carefully, complete the requested fields and send it to the data provider by postal or e-mail.

Last name	
First name	
Date of birth	
E-Mail	
Professional address	
Telephone number	

§ 1 Purpose of Data Usage

Project idea/research questions	
Used research methods/ constructs/variables	
Professional position	
Expected end of data usage	
Member of the University of Bremen/Bielefeld University	<input type="checkbox"/> no <input type="checkbox"/> yes if necessary, matriculation number:

- (1) The data recipient is granted rights to process and use the provided data exclusively for the purpose of own scientific research. This is only applied within the defined period and only for the above listed research questions and constructs. Any reprocessing or usage of data for other purposes requires further written agreement by the data provider. Any processing and/or usage for commercial purposes are explicitly prohibited.
- (2) The data recipient is hereby notified of the obligation to confidentiality when dealing with personal data according to § 5 BDSG (the German Federal Data Protection Act). This obligation to data privacy extends beyond the end date of this contract to the extent legally required.
- (3) The data recipient is prohibited to pass on data, until this is not explicitly agreed by the data provider. Any change of this clause is possible as soon as every other person participating in the research process has signed a contract with the same legal standards.

§ 2 Period of Data Usage

- (1) Processing and usage rights granted to the data recipient begin on the day of signing this contract by both named parties and end upon the end date of the research project as specified in § 1 (above).
- (2) Period of data usage is ending before the time point specified in § 1 if one (or more) of the following events occur(s): The project has been finished to an earlier time point, the data recipient stops the research project before terminating, or the data recipient changes his/her research institute.
- (3) All transmitted data, particularly backups, extract files and help files are to be deleted. This is also true if they are only existing in a modified form. Any changes in the sense and purpose of these paragraphs are to be made known to the data provider immediately and of own initiative.

§ 3 De-Anonymization

- (1) The data recipient is required to prevent any and all actions aimed at or likely to result in or lead to a re-identification of involved persons or the de-anonymization of pseudonymous or anonymous individual entries contained in the database (for example, leaking or passing on of the respective additional knowledge).
- (2) The presentation or publication of individual cases, even without any direct references to persons is strictly prohibited. Summarizing representations of the data typical to scientific works and presentations are allowed.
- (3) If anonymized, individual statistical data entries become de-anonymized, even when not the result of intentional action, the data recipient remains obligated to protect the privacy of these statistical entries as well as to inform the data provider directly and immediately, initially by telephone and then in writing of the de-anonymization and the circumstances.

§ 4 Data Security

The data recipient is responsible for ensuring via technical and organizational measures that only him-/herself receives access to the database.

§ 5 Publications

- (1) The data recipient is obligated to cite the database as a reference source in the event that publications or other works (for example, Master's thesis, working papers, etc.) utilize data from the database.
- (2) The data provider is to be informed no later than four weeks prior to publication of every and any kind of publication arising from work with the database by submitting an electronic version of the final version of the publication to the data provider to proof and ensure legal data use.
- (3) The database is a scientific use file as specified in § 1 and not to be made available to an open science data repository without consent from the data provider.
- (4) In order to make results of analyses undertaken with the data transparent we encourage all users to grant access to all scales and indicators used in their own publications. For this purpose, the user can pass on the scripts and the syntax (for analyses with Stata, SPSS, R, or *Mplus*) to an open science data repository.

§ 6 Deletion of Data

The data recipient is obligated to ensure that the database made available, specifically including all backup copies, backups, modified copies, extract files and help files, are deleted from all data processing medium and storage at the time the processing and usage rights granted in this contract according to § 1 of this contract expire.

“I hereby certify that I have read the above-mentioned conditions and consent to the data use agreement. I know that consenting to the agreement is legally binding to the German law. I am aware that any non-fulfilment or disregard of the agreement is going to be prosecuted.”

Date

Recipient (name and signature)

Approval of data transfer by the data provider:

Date

Provider: Prof. Dr. Christian Kandler