**Data Use Agreement on the Data Use of the ifo Education Survey
for external users (Scientific Use File)**

between the
**LMU-ifo Economics & Business Data Center (EBDC)**Poschingerstr. 5, 81679 Munich,

 - hereinafter referred to as EBDC –

and

Mr./ Ms. ……………………………….. born on: ….……………. in: ……………………

Address: …………………………………………………………………………………………

Institutional affiliation: …………………………………………………………

E-mail: ……………………………………………………………………………………………

- hereinafter referred to as the data recipient –

together hereinafter referred to as the parties

the following contract over the granting of rights of use on the data of the ifo Education Survey is concluded:

**Preamble**

The Economics & Business Data Center is obligated to the participants of the ifo Education Survey to ensure the security of the collected data. The data protection applies both to the identity of the participating respondents and the survey results as well as the actual survey-panel composition.

Access to the survey data is only granted for research if the scientific purposes are proven and if it is ensured that no form of re-individualization of the anonymised data will be attempted. In case of a proven loss for the EBDC by reason of violation of this declaration, the respective data user will be held liable.

With his/her signature, the data recipient guarantees the observation of these rules and his/her compliance with the following requirements:

**§ 1 General provisions**

1. The data made available by the EBDC are to be used exclusively for research purposes. The data recipient must not pursue any commercial objectives with the inspection, the analysis, or the processing of the data.
2. The project is only approved if a project period is specified. The contract begins on the day both parties sign it and ends on completion of the designated research project without the need for termination, but no later than after 5 years.
3. After expiration of the project period, the data, including modified data, backup copies, excerpt files or help files, must be deleted.
4. An extension of a project can be requested via a written application with justifications and expected final date.
5. Alternatively, the data can be transferred to the EBDC archive. For this purpose, the corresponding Transfer Protocols must be signed.
6. The data recipient is not allowed to pass on the data or make it accessible to any third parties, not even in a modified form. The data recipient shall ensure that a separate data usage agreement is concluded for each person who is to be named as an author or co-author in a publication that is based in whole or in part on the data and materials of the EBDC, unless the individual proves that the EBDC data and materials were not used for their part in the publication. The data secrecy continues in particular after the completion of the research project.
7. Services that exceed the common provision and processing of data, especially merging of data from external sources, must be requested separately.
8. ifo employees can access the ifo Education Survey data from their workplace if their project has been approved beforehand. The data must be analyzed within the ifo datapool user folders. The data may only be stored there. ifo assistants and interns are only allowed to work at the EBDC with the data of the ifo Education Survey.

**§ 2 Data usage**

1. The data recipient and the persons involved in the research project undertake in particular
	1. to comply with the provisions of the GDPR, the BDSG, and the BayDSG,
	2. to keep the data provided by the ifo Education Survey secret,
	3. to refrain from any action aimed at re-identifying or suited to re-identify persons,
	4. to notify the EBDC immediately of any unintentional re-identification and to keep the individual information obtained as a result secret,
	5. not to combine the data, not even in part, with other data that would ultimately allow to re-identify individuals,
	6. to inform the EBDC of any security gaps in terms of data protection and data security or deficiencies in data quality.
2. The data recipient must ensure that other unauthorized persons cannot access the office or computer. When leaving the workplace, the data recipient must log off.

**§ 3 Usage/ publication of results**

1. The data recipient agrees that
	1. the information provided by him/her under this contract, including personal data, will be stored by the EBDC,
	2. information on the research project (title, duration and short description of the project) and the people involved (name, title, research institution) may be published in whole or in part on the ifo Education Survey website,
	3. the EBDC may use references to deficiencies in terms of data quality in its own data documentation and may state the name of the data recipient or the person involved in the research project.
2. In the case of publications or other scientific work (master’s theses, working papers, etc.) that include data from the ifo Education Survey, the data recipient must refer to the ifo Education Survey as a reference source and to the version of the data used. This is done using the provided DOI keys and the following publication: Vera Freundl, Elisabeth Grewenig, Franziska Kugler, Philipp Lergetporer, Ruth Schüler, Katharina Werner, Katharina Wedel, Olivia Wirth, Ludger Woessmann, „The ifo Education Survey 2014–2021: A New Dataset on Public Preferences for Education Policy in Germany“, *Jahrbücher für Nationalökonomie und Statistik,* 2022.
3. Publications using data from the ifo Education Survey must comply with the provisions of the GDPR, the BDSG, and the state data protection regulations; in particular, publications must not allow any conclusions to be drawn about the people surveyed as part of the ifo Education Survey.
4. All publications resulting from the data are to be submitted to the EBDC for review before they are published.
5. The EBDC is to be provided with a copy of the scientific work(s) or publication(s) in printed or electronic form.
6. In case the data of the ifo Education Survey is to be made available as part of extended, electronic publications (so-called "enhanced publications"), written approval by the EBDC is required.

**§ 4 Liabilities**

1. The EBDC undertakes to prepare, anonymize, and make available the ifo Education Survey data with the usual and appropriate care, but does not guarantee that it is free of errors.

2. The data recipient releases the EBDC from any liability for reasons of data protection violations.

**§ 5 The consequences arising in case of noncompliance with these obligations are the following:**

1. Provision of data by the EBDC will be immediately terminated.
2. Data already provided may not be used for present and/or any other research projects and publications.
3. Furthermore, the data recipient will be held liable for any proven loss.

**Declaration of the data recipient:**

I accept the aforementioned obligations.

……………………………………………………………………….

Place, date, signature

**Declaration of the department head/ professor/ chairholder/ supervisor:**

Mr./ Ms. ……………………………….. born on: ….……………. in:…………………..

Address: ……………………………………………………………………………………….

Institutional affiliation: ………………………………………………………

I accept the aforementioned obligations.

……………………………………………………………………….

Place, date, signature

**Approval by the EBDC:**

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Place, date, signature

**Requested datasets:**

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| --- | --- |
| ☐ ifo Education Survey | ☐DOI: 10.7805/ies-suf-2014-v1☐DOI: 10.7805/ies-suf-2015-v1☐DOI: 10.7805/ies-suf-2016-v1☐DOI: 10.7805/ies-suf-2017-v1☐DOI: 10.7805/ies-suf-2018-v1☐DOI: 10.7805/ies-suf-2019-v1☐DOI: 10.7805/ies-suf-2020-v1☐DOI: 10.7805/ies-suf-2021-v1 |

**Project title**:

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**Project period:**

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**Project description:**

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