

Guidelines of the Research Data Centre of the Federal Institute for Vocational Training and education (BIBB-FDZ) when using Scientific Use Files (SUFs)

**partially made available via GESIS - Leibniz Institute for the Social Sciences,
Data Archive for the Social Sciences department**

Access to our SUF data is granted exclusively subject to the guidelines of the German Data Protection Regulation (DSGVO) and the German Data Protection Act (BDSG), in particular Art. 87 DSGVO and § 27 BDSG. According to these regulations, non-commercial academic research may use BIBB-FDZs' research data to conduct scientific projects if a link to a survey unit is not possible ("anonymity"). In order to prevent de-anonymization and/or unauthorised access to our research data in any case, the use of SUFs provided by the BIBB-FDZ is granted only by complying to the following rules and regulations:

1. Agreements made in the contract for the supply and use of data within the scope of SUFs from the FDZ at BIBB must be followed, in particular the ban on attempts to deanonymize the data.
2. Access to the original SUF data and its storage is bound to an IT security concept rendering it impossible for unauthorised individuals - being all persons not named in the application for data use - to access the original data or data sets generated from this. Without exception, the responsibility for the implementation or use of the IT infrastructure needed for this rests with the applicants.
3. The SUF data made accessible via the BIBB-FDZ shall only be used for the applied research project. Use for any other purpose, dissemination to a third party (including research partners not listed in the application) or commercial use is not permitted.
4. The SUF data must be kept secret. The data may not be merged with other microdata - not even excerpts - without informing the BIBB-FDZ in advance. However, parameters on an aggregated level may be added to the data. Aggregated representations of the data, as it is common in academic/scientific works or lectures, are permissible.
5. If researchers intend to link the SUF data with other microdata of any kind, this must be stated in the application form for use of the SUF. If the intention to link only becomes known after concluding the contract of use, the BIBB-FDZ must be informed about the microdata to be linked and the type of linkage informally, e.g. by e-mail. The linkage is approved if the BIBB-FDZ does not object to it within 14 days after receipt of the information about the intention to link. In this context, the BIBB-FDZ points out that the consent of other data producers may also have to be obtained when linking microdata.
6. If anonymized statistical individual information of the data base is de-anonymized, even if not intended, the respective statistical individual information must be kept secret. In that case, BIBB-FDZ must be informed directly and immediately in all cases regarding the de-anonymization and its circumstances.

7. Publications using anonymized original data must comply with the secrecy provisions of DSGVO and BDSG. In particular, publications must not allow references to individuals or firms.

8. Applicants are liable to the BIBB-FDZ for all damages incurred by the applicants for any use, which is contrary to the agreement, not permitted or not correct in the context of access to anonymized original individual or firm data by the applicants themselves, their employees, or their agents. In this respect; applicants release BIBB-FDZ from any liability claims brought by third parties. In particular, unauthorised dissemination of data or of data extracts to third parties or unauthorised access to the data - even occurring due to an inadequate IT security concept - may also lead to consequences in criminal law in some circumstances and depending on the severity of the case.

9. BIBB-FDZ may use information provided by the applicants regarding shortcomings in the quality of the test data and the original data in their own documentation. Authors are cited in accordance with the rules of good scientific practice.

10. Modifications to the application and contract for the use of our research data are only valid if they are in writing. Email communications are not sufficient in this case.

11. Data sources (description of data access and data sets) are cited in accordance with the specifications of the BIBB-FDZ in all publications in which users present the results of their analyses using BIBB-FDZ data.

12. We request two copies if analysis/analyses is/are used in publications, project reports, and alike. This covers also so-called 'grey literature'. The copies may be sent as print copies or as pdf documents or copies stating the source.

13. Should one or more of the provisions 1-15 be invalid, it does not affect the entire provision. In such a case, the guidelines are to be interpreted according to their spirit and purpose, taking into account what the parties would have intended if they had been aware of the invalidity of individual guidelines.

14. After the period for use has expired, the research data transferred including all backup copies must be permanently deleted. The deletion is formally reported to the BIBB-FDZ. A form for the notification of deletion is available on the BIBB-FDZ web pages under the heading 'data access'.

15. It is agreed that German law shall be applied. The exclusive court of jurisdiction is Bonn.

16. User breaches of provisions 1-12 may result in extraordinary termination of the contract for data use. In this case, other research data centres and service centres shall be notified accordingly regarding the breach.