

# Datenweitergabevertrag «VNr»

Zwischen dem

und der

DIW Berlin  
Deutsches Institut für Wirtschaftsforschung  
Mohrenstraße 58  
10117 Berlin

«Firma»  
«Firma2»  
«Firma3»  
«PLZ» «Ort»  
«Nation»

einerseits

andererseits

-nachstehend Datenempfänger genannt-

wird folgender Vertrag geschlossen:

1 Das DIW Berlin räumt dem Datenempfänger das einfache Nutzungsrecht an den Daten des internationalen Datensatzes (im Folgenden SOEP-Daten genannt) des Sozio-oekonomischen Panels (SOEP) ein.

2 Umfang und Inhalt des Nutzungsrechts sind an folgende Bedingungen geknüpft:

2.1 Der Datenempfänger verpflichtet sich zur Einhaltung sämtlicher Verpflichtungen, die sich für ihn als Datenimporteur aus den als **Anlage 1** zu diesem Vertrag beigefügten „Standardvertragsklauseln für die Übermittlung personenbezogener Daten aus der Gemeinschaft in Drittländer (Standardvertrag II)“ ergebe. Bei Widersprüchen dieser Standardvertragsklauseln zu den ergänzenden Regeln dieses Vertrages gilt der Inhalt der Standardvertragsklauseln.

2.2 Der Datenempfänger verpflichtet sich, die SOEP-Daten nicht an andere Personen – außer den unter 2.4 genannten datenschutzrechtlich verpflichteten Mitarbeitern am Forschungsvorhaben – oder an andere Einrichtungen weiterzugeben oder sie ihnen zugänglich zu machen. Dies gilt auch für modifizierte Daten.

2.3 Die SOEP-Daten dürfen nur in der eigenen wissenschaftlichen Forschung des Datenempfängers eingesetzt werden. Eine Nutzung für gewerbliche oder sonstige wirtschaftliche Zwecke ist nicht gestattet; hierüber muss gegebenenfalls eine gesonderte Vereinbarung getroffen werden. Nicht gestattet ist auch die Nutzung des vollständigen Datensatzes für die Lehre. Für diesen Zweck dürfen ausschließlich SOEP-Daten aus der um 50% der Fälle reduzierten Lehrversion des Datensatzes genutzt werden. Die Lehrversion des Datensatzes übermittelt das DIW Berlin dem Datenempfänger auf gesonderte Anfrage.

2.4 Die Daten dürfen ausschließlich in folgendem Forschungsvorhaben eingesetzt werden:

«Projekt»

Sie dürfen zu keinem anderen als dem angegebenen Zweck eingesetzt werden.

Die Datennutzung erfolgt ausschließlich durch die beim Datenempfänger tätigen Personen, die mit der Bearbeitung des o.g. Forschungsvorhabens betraut sind. Dies sind:

«Titel» «Vorname» «Name» (Projektleitung)

sowie Namen der weiteren Personen

Der Datenempfänger stellt sicher, dass die oben genannten, zur Datennutzung berechtigten Personen die Verpflichtungen erfüllen, zu deren Erfüllung der Datenempfänger auf Grund der Standardvertragsklauseln (**Anlage 1**) und ergänzend dieses Vertrages verpflichtet ist.

**DIW Berlin – Deutsches Institut für Wirtschaftsforschung e. V.**

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Vorstand  
Prof. Marcel Fratzscher, Ph.D. (Präsident)  
Angelica E. Röhr (Geschäftsführerin)  
Prof. Dr. Stefan Liebig  
Kuratorium  
Prof. Dr. Axel A. Weber (Vorsitzender)

Rechtsform  
Eingetragener Verein  
Sitz in Berlin  
Amtsgericht Charlottenburg  
95 VR 136 NZ

- 2.5 Der Datenempfänger stellt sicher, dass keine Re-Anonymisierungsmaßnahmen durchgeführt und keine Einzeldatensätze veröffentlicht werden. Eine Zusammenführung mit nicht-anonymisierten Daten ist nicht gestattet. Verknüpfungen mit anderen personen- bzw. haushaltsbezogenen Daten (zum Beispiel Verfahren des Statistical Matchings) bedürfen der schriftlichen Zustimmung durch das Forschungsdatenzentrum des SOEP am DIW Berlin.
- 2.6 Nach Abschluss des in Ziffer 2.4 genannten Forschungsprojekts sind die übermittelten SOEP-Daten, evtl. Sicherungskopien, Auszugsdateien und Hilfsdateien zu löschen. Dem DIW Berlin sind die Beendigung der Arbeiten sowie das Datum und die Art und Weise der Löschung schriftlich mitzuteilen.
- 2.7 Die mit SOEP-Daten erzielten veröffentlichten Ergebnisse und darauf Bezug nehmende Veröffentlichungen werden dem DIW Berlin zum Zwecke der Aufnahme in die SOEPLIT Datenbank kostenlos zur Verfügung gestellt.
- 2.8 Bei der Veröffentlichung Ihrer Forschungsergebnisse ist durch den Datenempfänger wie durch die in Ziffer 2.4 genannten Personen streng darauf zu achten, dass keine Rückschlüsse auf einzelne Personen möglich sind. Sollten Verleger/Zeitschriften die Veröffentlichung des eingereichten Aufsatzes davon abhängig machen, dass die verwendeten SOEP-Daten öffentlich zugänglich sind, ist zu beachten, dass die Weitergabe des von uns gelieferten Datensatzes grundsätzlich nicht erlaubt ist. Wir bieten daher allen Nutzern die Möglichkeit, entsprechende Datensätze im SOEP-FDZ-Archiv für Re-Analysen zu speichern.
- 2.9 Der Datenempfänger versichert, dass er das Einverständnis der/des unter 2.4 genannten Projektleiterin/Projektleiters eingeholt hat, welches das DIW Berlin berechtigt, sie oder ihn in der nächsten Ausgabe des SOEP Newsletter namentlich und unter Angabe der Einrichtung/des Forschungsbereichs sowie des Projekttitels in der Rubrik „Neue Datennutzer/-innen“ zu erwähnen.
- 2.10 Der Datenempfänger verpflichtet sich, Veröffentlichungen, in die SOEP-Daten eingehen, immer mit der entsprechenden Quellenangabe „SOEP“ und der entsprechenden DOI zu versehen.
- 3 Für die Überlassung der Daten wird keine Vergütung vereinbart. Für die Datenübermittlung und die Dokumentation entstehen keine Kosten.
- 4 Bei Meinungsverschiedenheiten über Inhalt und Umfang des Nutzungsrechtes entscheidet das DIW Berlin.
- 5 Die Berechtigung der in 2.4 genannten Personen zur Nutzung der Daten endet mit ihrem Ausscheiden aus der Institution des Datenempfängers bzw. mit ihrer Auflösung, Übernahme oder Neugründung. Dies gilt ausdrücklich auch dann, wenn die Personen das Forschungsvorhaben an einer anderen Einrichtung weiterführen. Die Personen sind in diesem Fall zur weiteren Nutzung der SOEP-Daten nur auf Grundlage eines Datennutzungsvertrages zwischen der neuen Einrichtung und dem DIW-Berlin berechtigt. Auch in den genannten Situationen sind die SOEP-Daten und evtl. Sicherungskopien, Auszugsdateien und Hilfsdateien vom Datenempfänger zu löschen. Alle Änderungen im Sinne dieses Paragraphen sind dem DIW Berlin unaufgefordert mitzuteilen. Im Übrigen ist das DIW Berlin berechtigt, das Nutzungsrecht jederzeit zurückzunehmen. Auch dann sind die übermittelten SOEP-Daten durch den Datenempfänger zu löschen. Die nach diesem Absatz von den Datenempfängern vorgenommenen Löschungen sind dem DIW Berlin entsprechend Ziffer 2.6 mitzuteilen.
- 6 In Zweifelsfällen gilt die deutschsprachige Version dieses Vertrages. Änderungen oder Ergänzungen des Vertrages bedürfen zu ihrer Wirksamkeit der Schriftform.

Berlin, den

«Ort», den

**Dr. Jan Goebel**  
 Leiter des Forschungsdatenzentrums der  
 Infrastruktureinrichtung Längsschnittstudie  
 Sozio-oekonomisches Panel (SOEP)

«Titel» «Vorname» «Name»  
 «Firma»

# TRANSLATION

## Data Distribution Contract | abroad

## Number

This is a contract between

and

DIW Berlin  
Deutsches Institut für  
Wirtschaftsforschung  
Mohrenstraße 58  
10117 Berlin

Name of institution

- referred to below as "Data Recipient" -

- 1 DIW Berlin grants the Data Recipient the non-exclusive right of use of data from the international dataset of the Socio-Economic Panel (SOEP) (referred to below as "SOEP data").
- 2 The following are the restrictions to this right of use:
  - 2.1 The Data Recipient agrees not to give or make the SOEP data available to any person or institution other than those persons listed in Section 2.3 who are working on the research project stated there and have agreed to the data protection regulations. The same applies to any modified data.
  - 2.2 The data may only be used for the Data Recipient's own research. Use of the data for commercial or other scientific purposes is strictly forbidden. Permission may be granted in particular cases upon submission of a request for a separate contract. The use of the complete dataset in teaching is also forbidden. Only the version of the SOEP data provided for use in teaching, which contains 50% of the number of cases in the full dataset, may be used for this purpose. The teaching version of the dataset is provided to Data Recipients on specific request
  - 2.3 Use of the SOEP data is allowed only in the following research projects:

### Title of your project

Other use of the data than for this project is not permitted.

The data are to be used only by the persons who are employed at the Data Recipient's institution and who are responsible for working on the aforementioned research project. These are:

**Project head:** Title, First Name, Last Name

**Other project staff:** Title, First Name, Last Name

The Data Recipient is to ensure that the aforementioned persons who are permitted to use the data adhere to the regulations to which they are subject under this contract, and that they treat the SOEP data in accordance with the legal provisions on the protection of personal data.

- 2.4 De-anonymization measures (identifying individuals in the dataset) are not permitted. Publication of individual datasets is prohibited. Merging of the data with other non-anonymized data is not permitted. Linking of the data with other individual or household data (for instance, using the procedure of statistical matching) is only permitted with written approval from the SOEP Research Data Center.

**DIW Berlin – Deutsches Institut  
für Wirtschaftsforschung e. V.**

Mohrenstraße 58, 10117 Berlin

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*Vorstand*

Prof. Marcel Fratzscher, Ph.D. (*Präsident*)

Angelica E. Röhr (*Geschäftsführerin*)

Prof. Dr. Gert G. Wagner

*Kuratorium*

Prof. Dr. Axel A. Weber (*Vorsitzender*)

*Rechtsform*

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- 2.5 The Data Recipient is responsible for taking the necessary technical and organizational measures needed to ensure the protection of the SOEP data in accordance with German data protection law as well as the respective national data protection laws. DIW Berlin can provide further information if needed. In the event of any legal disputes, German data protection laws apply.
- 2.6 Upon completion of the research project stated in Section 2.3, the SOEP data provided to the Data Recipient as well as any back-up copies, extracts, and help files must be deleted. DIW Berlin is to be informed in writing of the completion of the project, including the date and manner of deletion.
- 2.7 The Data Recipient agrees to make all findings based on SOEP data and all publications of these findings available to DIW Berlin at no charge for the purpose of inclusion in the SOEPLIT database.
- 2.8 When publishing their research findings, both the Data Recipient and all persons listed in Section 2.3 must strictly ensure that no information is released that allows for identification of individual persons. If publishers/journals refuse to publish the submitted paper unless the underlying SOEP data are made publicly available, it should be kept in mind that passing on the dataset provided by us is strictly forbidden. All users may, however, archive their datasets at the SOEP Research Data Center for reanalysis.
- 2.9 The Data Recipient hereby certifies that he/she has obtained permission from the project head stated in Section 2.3 for DIW Berlin to publish the project head's name, research institute/department, and project title in the next issue of the SOEP newsletter in the section "New data users."
- 2.10 The Data Recipient agrees to cite the SOEP data in all publications using of the SOEP data by stating the source as "SOEP" with the corresponding DOI.
- 3 DIW Berlin agrees provide the data at no charge. No fees will be charged for data transfer or documentation.
- 4 DIW Berlin reserves the right to a final decision in cases where disagreements arise over the right to use the SOEP data.
- 5 The right of each of the persons listed in Section 2.3 to use the data ends if and when he/she leaves the Data Recipient's institution or if and when that institution is dissolved, taken over by new management, or re-established as a new institution. This is also the case if the same persons continue the project at a different institution. In this case, the persons are only permitted to continue using the SOEP data after a new data distribution contract has been signed between the new institution and the SOEP. In all such cases, the data as well as any back-up copies, extracts, and help files must be deleted. DIW Berlin is to be informed of any of the changes covered in this Section. If this does not occur, DIW Berlin reserves the right to revoke SOEP data use privileges at any time. In this case as well, the Data Recipient is required to delete the SOEP data. DIW Berlin is to be informed of all deletions carried out by the Data Recipient as stipulated in Section 2.6.
- 6 In cases of dispute or discrepancy, the German version of this contract is binding. Any changes or amendments to this contract must be made in writing.

Berlin, date

City, date

**Signature**

Prof. Dr. Jürgen Schupp  
Vice-Director of the SOEP

**Signature**

(on behalf of the Data Recipient's  
research institution)

ANNEX 1

STANDARD CONTRACT II

*Standard contractual clauses for the transfer of personal data from the Community to third countries (transfer between controllers)*

*Agreement on data transfer*

between

DIW Berlin  
Deutsches Institut für Wirtschaftsforschung  
Mohrenstraße 58, 10117 Berlin, Deutschland

(hereinafter referred to as 'data exporter')

and

«Firma», «Firma2», «Firma3»  
«PLZ», «Ort», «Nation»

(hereinafter referred to as 'data importer')

(both hereinafter referred to as 'the Party', collectively referred to as 'the Parties')

**Definitions**

The following definitions shall apply in the context of contractual clauses:

- (a) the terms 'personal data', 'special categories of personal data/sensitive data', 'processing/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall be used in accordance with the definitions laid down in Directive 95/46/EC of 24 October 1995 (whereby 'data controller' is defined as 'data controller', 'processor', 'data subject' and 'supervisory authority');
- (b) 'supervisory authority' means the data protection supervisory authority competent for the country of residence of the data exporter). 'data exporter' means the controller who transfers the personal data.
- (c) 'data importer' means the controller who agrees to receive personal data from the data exporter for processing in accordance with the provisions of these contractual clauses and who is not bound by a system of a third country providing adequate protection.;
- (d) 'clauses' means these standard contractual clauses as a separate document which does not contain terms and conditions entered into by the parties under separate commercial arrangements..

The details of the transfer (as well as the personal data covered) are set out in Annex B, which forms an integral part of these clauses..

**I. Obligations of the data exporter**

The data exporter gives the following assurances:

- (a) The personal data have been collected, processed and transmitted in accordance with the laws applicable to the data exporter.
- (b) He has satisfied himself, to the extent reasonable, that the data importer is in a position to fulfil his legal obligations under these clauses.
- (c) Upon request, the data importer shall provide the data importer with copies of the relevant data protection laws or corresponding references of his country of domicile, but shall not provide legal advice.

- (d) to respond to requests from data subjects and the supervisory authority regarding the processing of personal data by the data importer, unless the parties have agreed that the data importer shall provide the reply; the data exporter shall provide the reply within reason and on the basis of the information available to him, even if the data importer does not wish or cannot provide a reply. It shall take place within a reasonable period of time.
- (e) provide upon request a copy of the clauses to data subjects who are third party beneficiaries within the meaning of Clause III, unless the clauses contain confidential information in which case he shall have the right to remove such information. Where information is removed, the data exporter shall inform the data subjects in writing of the reasons for the removal and of their right to draw the attention of the supervisory authority to the removal. The data exporter shall, however, comply with the decision of the supervisory authority to grant the data subjects access to the full text of the clauses if they undertake to maintain the confidentiality of the confidential information removed. The data exporter shall also make a copy of the clauses available to the supervisory authority upon request.

## II. Obligations of the data importer

The data importer gives the following assurances:

- (a) it has the technical and organisational capacity to protect personal data against accidental or unlawful destruction or accidental loss or alteration, unauthorised disclosure or access, thereby ensuring a level of security adequate to the risks inherent in the processing and the nature of the data to be protected.
- (b) Its procedural rules shall ensure that third parties authorised by it to access the personal data, including the processor, respect and maintain the confidentiality and security of the personal data. Persons working under the responsibility of the data importer, including contractors, may process the personal data only on his instructions. This provision does not apply to persons who are legally authorised or obliged to access the personal data.
- (c) To the best of his knowledge, at the time the contract is concluded, there are no conflicting legal provisions in his country which seriously affect the guarantees under these clauses; he shall notify the data exporter (who shall, if necessary, forward the notification to the supervisory authority) if he becomes aware of such legal provisions.
- (d) process the personal data for the purposes set out in Annex B and is authorised to give the assurances and fulfil the obligations arising out of this contract.
- (e) It shall provide the data exporter with a contact point within its organisation authorised to deal with requests concerning the processing of personal data and shall cooperate in good faith with the data exporter, the data subject and the supervisory authority to ensure that such requests are answered within a reasonable time. If the data exporter ceases to exist or if the parties so agree, the data importer undertakes to comply with Clause I(e).
- (f) At the request of the data exporter, the data importer shall demonstrate that it has sufficient financial resources to fulfil the obligations under Clause III (which may include insurance cover).
- (g) At the request of the data exporter and unless it is arbitrary, the data exporter shall leave its data processing facilities, files and documents required for processing to be subject to verification, audit and/or certification by the data exporter (or by independent or impartial auditors or auditors selected by the data exporter to whom the data importer has no reason to object) in order to ensure that the assurances in these clauses are complied with, with timely notice of the verification and during normal business hours. Where consent or approval by a regulatory or supervisory body in the data importer's country is required, the data importer shall endeavor to obtain such consent or approval promptly.

(h) process the personal data in accordance with

(i) the data protection rules of the country in which the data exporter is established; or

(ii) the relevant provisions (1) of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, provided that the data importer complies with the relevant provisions of such authorisations or decisions and is established in a country to which those authorisations or decisions apply even though they do not apply to him as regards the transfer of personal data (2); or

(iii) the data processing principles set out in Annex A.

The data importer shall choose the option: **iii**) \_\_\_\_\_

→ Please sign

Signature of the data importer: \_\_\_\_\_ ;

(i) to refrain from disclosing or transferring personal data to third parties responsible for the processing, established outside the European Economic Area (EEA), unless he notifies the data exporter of the transfer; and

(i) the third party controller processes the personal data in accordance with a Commission decision granting an adequate level of data protection to a third country; or

(ii) the controller third party signs these clauses or any other data transfer agreement approved by a competent authority in the EU; or

(iii) data subjects have the right to object after having been informed of the purpose of the transfer, of the categories of recipients and of the fact that the recipient country of the data may have different data protection standards; or

(iv) the data subjects have given their unambiguous consent to the onward transmission of sensitive data.

### III. Liability and rights of third parties

(a) Each party shall be liable to the other party for any damage caused by its breach of these clauses. The mutual liability of the parties shall be limited to the damage actually suffered. Penalty claims (i.e. the payment of penalties for gross misconduct by a party) are expressly excluded. Each party shall be liable to the person concerned for damages caused by the infringement of third party rights under these clauses. The liability of the data exporter in accordance with the data protection regulations applicable to him shall remain unaffected thereby.

(b) The Parties grant the data subjects the right to enforce this Clause and Clauses I(b), (d) and (e), II(a), (c), (d), (e), (h), (i), III(a) and V, VI(d) and VII as third party beneficiaries against the data importer or data exporter if they breach their contractual obligations with regard to the data of the data subjects; to this end, they recognise the jurisdiction of the courts in the country in which the data exporter is established. If the data subject accuses the data importer of breach of contract, he must first request the data exporter to enforce his rights against the data importer; if the data exporter fails to act within a reasonable time (usually one month), the data subject may enforce his rights directly against the data importer. A data subject may take direct action against a data exporter if the data exporter is not reasonably satisfied that the data importer is able to fulfil its legal obligations under these clauses (the data exporter must prove that it has made all reasonable efforts).

(1) "Relevant provisions" means any authorisation or decision covered by these clauses other than the enforcement provisions.  
(2) However, if this option is chosen, the provisions of Annex A(5) concerning the rights of access, rectification, cancellation and opposition shall apply, taking precedence over comparable provisions of the chosen Commission decision.

#### **IV. Applicable law**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the legislation on the processing of personal data by the data importer referred to in Clause II(h), which shall apply only if the data importer has opted to do so in accordance with this clause.

#### **V. Settlement of disputes with data subjects or the supervisory authority**

- (a) In the event of a dispute or action brought by the data subject or the supervisory authority against one or both parties concerning the processing of personal data, the parties shall inform each other thereof and jointly seek a speedy and amicable settlement.
- (b) The parties agree to submit to any generally available, non-binding conciliation procedure initiated by a data subject or the supervisory authority. If they participate in the procedure, they may do so by telecommunication (e.g. by telephone or other electronic means). The parties also agree to consider participating in other mediation, arbitration or other dispute resolution procedures developed for data protection purposes.
- (c) The parties shall submit to the final and binding decisions of the competent court in the country of the data exporter's or supervisory authority's domicile.

#### **VI. Termination of the contract**

- (a) If the data importer breaches its obligations under these clauses, the data exporter may provisionally suspend the transfer of personal data to the data importer until the breach has been rectified or the contract terminated.
- (b) In the following cases:
  - (i) The transfer of personal data to the data importer shall be suspended by the data exporter for more than one month in accordance with subparagraph (a);
  - (ii) compliance with these clauses by the data importer is contrary to the laws of the importing country;
  - (iii) the data importer substantially or persistently fails to comply with any representations made under these clauses;
  - (iv) the competent court in the country in which the data exporter or the supervisory authority has its seat makes a final determination that the data importer or the data exporter has breached the clauses; or
  - (v) an application is made for the insolvency administration or liquidation of the data importer in his private or business capacity, which is not rejected within the time limit provided for by the applicable law; the liquidation is ordered by a court; a compulsory administrator is appointed for any part of his assets; a trustee is appointed if the data importer is a private individual; the trustee initiates an out-of-court settlement, or proceedings are equivalent according to the law,

the data exporter shall be entitled, without prejudice to any other claim against the data importer, to terminate this contract, of which he shall inform the supervisory authority where appropriate. If one of the cases referred to in (i), (ii) or (iv) occurs, the data importer may terminate the contract.



- (c) Either party may terminate the contract if (i) the Commission makes a positive determination of adequacy pursuant to Article 25(6) of Directive 95/46/EC (or a provision replacing that provision) in relation to the country (or region thereof) to which the data are transmitted and processed by the data importer, or (ii) Directive 95/46/EC (or a provision replacing that provision) is directly applicable in that country.
- (d) The parties agree that they shall continue to be bound by the obligations and/or provisions of these clauses in relation to the processing of the data transferred, even after the termination of this contract, irrespective of the time, circumstances or reasons (other than termination under Clause VI(c)).

**VII. Amendments to the Clauses**

The parties may amend these clauses only for the purpose of updating Annex B and, where appropriate, must inform the inspection body accordingly. However, the parties are free to add further business clauses if necessary.

**VIII. Description of the transfer**

The details of the transmission and of the personal data are set out in Annex B. The Parties agree not to disclose any confidential information contained in Annex B to third parties unless required to do so by law, or at the request of a competent regulatory or governmental body, or in accordance with Clause I(e). The parties may agree on further annexes concerning additional communications, which shall be submitted to the supervisory authority as appropriate. Alternatively, Annex B may be worded to cover a variety of transmissions.

**→ Please sign**

Date: \_\_\_\_\_

Dr Jan Goebel

\_\_\_\_\_  
For the DATA IMPORTER

\_\_\_\_\_  
For the DATA EXPORTER

«Firma»

DIW Berlin, Deutsches Institut für Wirtschaftsforschung

«Firma2», «Firma3»

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10117 Berlin, Deutschland

## ANNEX A

### PRINCIPLES FOR DATA PROCESSING

1. Purpose limitation: Personal data may only be processed and subsequently used or further transmitted for the purposes set out in Annex B or subsequently authorised by the data subject.
2. data quality and proportionality: personal data must be accurate and, where necessary, kept up to date. They must be proportionate and relevant to the purposes of the transfer and processing and must not go beyond what is necessary.
3. transparency: data subjects must be provided with information ensuring fair processing (e.g. information on the purpose of the processing and on the transfer), unless this information has already been provided by the data exporter.
4. security and confidentiality: the controller must take appropriate technical and organisational security measures against the risks of the processing, for example against accidental or unlawful destruction or against accidental loss or alteration, disclosure or access. All persons working under the responsibility of the person responsible for the processing, including contract processors, may only process the data on the instructions of the controller.
5. right of access, rectification, erasure and objection: Article 12 of Directive 95/46/EC provides that the data subject has the right to obtain, either directly or through third parties, access to all personal data held by an organisation, except for requests for information which are manifestly excessive because of their unreasonable periodicity or number, repetition or classification, or for data on which access is not required under the law applicable to the data exporter. Subject to prior authorisation by the supervisory authority, information need not be disclosed even if the interests of the data importer or of other organisations dealing with the data importer would be seriously prejudiced and the fundamental rights and freedoms of the data subjects would not be prejudiced. The sources of the personal data need not be indicated if unreasonable efforts would be required or the rights of third parties would be infringed. The data subject must have the right to have his/her personal data rectified, amended or deleted if they are inaccurate or have been processed contrary to these principles. Where there are reasonable grounds for doubting the lawfulness of the request, the organisation may request further evidence before the rectification, amendment or deletion takes place. The rectification, modification or erasure need not be communicated to third parties to whom the data have been disclosed if this would involve a disproportionate effort. The data subject must also have the right to object to the processing of his/her personal data on compelling legitimate grounds relating to his/her personal situation. The burden of proof lies with the data importer in the event of a refusal; the data subject may contest a refusal at any time before the supervisory authority.
6. Sensitive data: The data importer shall take the additional precautions (e.g. of a security nature) necessary to protect sensitive data in accordance with his obligations under Clause II.
7. direct marketing: where data are processed for the purposes of direct marketing, effective procedures must be put in place to enable the data subject to opt-out at any time from the use of his data for such purposes.
8. automated decisions: for the purposes of these clauses, 'automated decisions' means decisions of the data exporter or the data importer concerning a data subject which have legal consequences and which are based solely on the automated processing of personal data for the purpose of evaluating individual aspects of the data subject, such as his/her professional capacity, creditworthiness, reliability or conduct. The data importer shall not make automated decisions about a data subject unless:
  - (a) (i) the data importer shall take decisions relating to the conclusion of a contract or the performance of a contract with the data subject; and
  - (ii) the data subject is given the opportunity to discuss the results of a relevant automated decision with a representative of the party making the decision, or to make representations to that party,or
  - (b) the legislation applicable to the data exporter provides otherwise.

**ANNEX B**  
**DESCRIPTION OF THE TRANSMISSION**  
**(to be completed by the parties)**

**Persons concerned**

The personal data transmitted concern the following categories of data subjects:

- Persons interviewed by the data exporter

**Transmission purposes**

The transmission is necessary for the following purposes:

- Scientific research

**Categories of transmitted data**

The personal data transmitted concern the following categories of data:

- Data from surveys for empirical social research

**Receivers**

The personal data transmitted may only be disclosed to the following recipients or categories of recipients:

- Persons named as users in the request for data transfer

**Sensitive data (if applicable)**

The personal data transmitted concern the following categories of sensitive data:

- Factually anonymised data within the meaning of Art. 9 (1) DSGVO, with the exception of genetic and biometric data and data relating to sex life.

**Data protection register information of the data exporter (if applicable)**

-

**Other useful information (retention period and other relevant data)**

-

**Contact point for data protection information**

**Data importer**

**Data exporter**

➔ Please fill

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 .....  
 .....  
 .....

DIW Berlin  
 board  
 Mohrenstr. 58  
 10117 Berlin

### ILLUSTRATIVE BUSINESS CLAUSES (OPTIONAL)

Mutual compensation between data exporter and data importer:

The parties shall mutually indemnify each other or hold each other mutually harmless for any costs, expenses, damages, expenses or losses incurred by the other party as a result of breach of any of these contractual clauses. The indemnity claim requires that a) the parties to be indemnified immediately notify the indemnifying parties of the existence of a claim and b) the indemnifying parties alone are entitled to defend themselves against such claim or settle the dispute and c) the parties to be indemnified cooperate fairly with and assist the indemnifying parties in defending such claim.

Dispute settlement between data exporter and data importer (the parties may, of course, agree on another alternative dispute settlement or the jurisdiction of a court):

All disputes between the data importer and the data exporter arising out of this Agreement shall be finally settled by one or more arbitrators appointed in accordance with these Regulations in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration shall be [...]. The number of arbitrators shall be [...].

Sharing of costs:

Each party shall bear the costs of fulfilling its contractual obligations!

Additional termination clause:

Upon termination of this Agreement, the data importer shall immediately return to the data exporter all personal data and all copies of personal data subject to these Clauses, or the data importer shall, at the request of the data exporter, destroy all copies thereof and certify destruction to the data exporter, unless national law or regulation prohibits the complete or partial retransmission or destruction of such data, in which case the data shall be kept confidential and shall not be actively processed for any other purpose. At the request of the data exporter, the data importer shall allow the data exporter or an auditor selected by the data exporter and not objected to by the data importer, to have access to its premises in order to verify the execution of these determinations, at the request of the data exporter; the verification shall be announced in good time and carried out during normal business hours.' “

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Pursuant to the ruling of the European Court of Justice on July 16, 2020 (AZ: C-311/18), we are obligated to add an addendum to our contracts with data users from countries that do not belong to the European Economic Area and for which the EU Commission has not made a decision on the adequacy of data protection. We therefore ask that you also sign this addendum to our data use agreement (“Addendum to the Standard Contractual Clauses”).

## **Addendum to the Standard Contractual Clauses (SCC)**

### **Clause 1**

The data importer will take appropriate legal action and remedies to effectively proceed against requests for disclosure by authorities limiting the data importer’s ability to comply with its obligations under the SCC, and will refrain from disclosing such data to the respective authorities until a competent court of last instance has ordered the disclosure of the data. Data subjects can enforce this clause against the data importer as third-party beneficiaries in accordance with Clause III (b) of the Standard Contractual Clauses.

### **Clause 2**

The data importer will inform the data exporter regularly and upon request in general terms about any governmental access requests (consisting at minimum of the number of such requests, the nature of the data requested, and the requesting body) concerning personal data processed under the terms of this contract.

### **Clause 3**

(1) In addition to Clause III (b), the data subject has the right to claim direct compensation for damages from the data importer as a result of any breaches of the SCC, also in cases involving alleged breaches by the data importer.

(2) The data importer has to indemnify (independent of fault) the data subjects against all damages arising in connection with data access by authorities of its country.

(3) The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expenses or loss they have incurred as a result of their breach of any of the provisions of these clauses. Indemnification hereunder is contingent upon:

- a) the party(ies) to be indemnified (the “indemnified party(ies)”) promptly notifying the other party(ies) (the “indemnifying party(ies)”) of a claim,
- b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and
- c) the indemnified party(ies) providing reasonable cooperation and assistance to the indemnifying party(ies) in defence of such claim.

**Clause 4**

(1) In case of any contradictions between the addendum and the Standard Contractual Clauses, the terms of the Standard Contractual Clauses prevail.

(2) Both parties are obliged to consent to change the clauses of this addendum to comply with mandatory legal requirements.

(3) Both parties hereby consent to implement an amended version of the SCC promptly when it becomes available.

Date, signature

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template