

## **Guidelines of the Research Data Centre of the Federal Institute for Vocational Training and education (BIBB-FDZ) when using Campus Files (CFs)**

Access to the CF 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 CFs 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 CFs from the FDZ at BIBB must be followed, in particular the ban on attempts to deanonymize the data.
2. Access to the CF original data and its storage is dependant on an IT security concept rendering it impossible for unauthorised individuals - being all persons not named in the application for data use and all persons not participating in the teaching course - to access the original data or the analysis data sets created from this. CF data may be transfered to individual persons outside the specified group of people for the limited period if these persons are using the data for the preparation of a seminar or an academic thesis. Without exception, the responsibility for the implementation or use of the IT infrastructure needed for this rests with the applicants.
3. The CF data made accessible via the BIBB-FDZ shall only be used for the teaching courses/the topics specified. If the title and type of teaching course/subject is not known at the time of the application, then these must be reported to the BIBB-FDZ at a later point occurring in each case *before* the first scheduled data of the teaching course or before the initial access to the research data provided. Use for any other purpose, dissemination to a third-party (including research partners) or commercial use is not permitted. The transfer of the data for a limited period to persons who are using the CF data to prepare a seminar or an academic thesis is permitted. The guidelines listed here apply analogously and unchanged for these persons.
4. In the case of use for a teaching course, applicants shall notify the BIBB-FDZ in good time, however at least once per semester, regarding the number of persons who receive access to the data under number 3. No form is provided for this notification. If works are created as part of the data use (e.g. seminar paper), then the BIBB-FDZ shall be notified of the title of the work and the name(s) of the author(s). No form is provided for this notification. We request, in this case, that a copy of the respective work is sent. The data and works provided shall only be stored by the BIBB-FDZ during the period of use for the purpose of contract processing. This excludes any other use or dissemination of this information to third parties outside the BIBB-FDZ.

5. The CF data to which access is provided via the BIBB-FDZ must be kept secret. This data must not be merged with other micro data - even in the form of extracts. Parameters at an aggregated level may however be added to the data. Aggregated representations of the data are permitted, as is normally the case in academic works or lectures.
6. If anonymized statistical individual information contained in the data base is deanonymized, even if this is not intended, then the statistical individual information must be kept secret and the BIBB-FDZ must be informed directly and immediately in all cases regarding the deanonymisation 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 use which is contrary to the agreement, not permitted or not correct in the context of access to anonymised original personal data by the applicants themselves, their employees or their agents; and release the FDZ at BIBB from liability claims brought by third parties in this respect. 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. The 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. The authors must be cited in accordance with the rules of good scientific practice.
10. Modifications to the application and contract for the use of 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) must be quoted 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 that a copy is sent when an analysis/analyses is/are used in publications, project reports, etc. This includes so-called 'grey literature'. The copies may be sent as print copies or as pdf documents or copies stating the source.
13. After the period for use has expired, or after the final teaching course, 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'.
14. Should one of the provisions be invalid, this does not affect the provision as a whole. 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.
15. It is agreed that German law shall be applied. The exclusive court of jurisdiction is Bonn.
16. User breaches of provisions 1-8 may result in extraordinary termination of the user agreement. In this case, other research data centres and service centres shall be notified accordingly regarding the breach.