

**Instructions:**

- Please read everything carefully.
- Complete the form and sign the agreement.
- Submit the agreement via email with the subject line “Data Access Request” to: [coronapanel2020@univie.ac.at](mailto:coronapanel2020@univie.ac.at)

Please note that incomplete and/ or unsigned forms will delay the request process.

Section 1 - Data Applicant Details & Institutional Information		
1.1	<b>Applicant Details</b>	Title: Position: Name: Email: Telephone Number:
1.2	<b>Co Applicant/ Supervisor Details (if applicable)</b>	Title: Position: Name: Email: Telephone Number:
1.3	<b>Institution Details</b>	Name: Department: Postal Address:
1.4	<b>Date of Request</b>	

Section 2 - Research Project	
<b>Title of the Research Project</b>	
<b>Duration of the Research Project (Day/Month/Year - Day/Month/Year)</b>	
<b>Description of the Research Project (Aim of project, observed issue, expected gain in knowledge)</b>	
<b>Description of the Methodological Approach (Research methods)</b>	

## Section 3 – Data Usage Agreement

**I. For non-commercial academic research only**

The data may only be used for non-commercial academic research. The data and the results of the research may not be used for commercial purposes unless a revenue-sharing agreement or commercial license is agreed with us. The Applicant is granted rights to process and use the data provided exclusively for the purpose of his or her scientific research. Any processing or usage for other purposes requires advance written agreement with the Austrian Corona Panel Project.

**II. No access for third parties**

No data will be passed to third parties or journals without written permission of the Austrian Corona-Panel Project. Each natural person needs to fill out and sign a separate agreement.

**III. Data security concept required**

The Applicant is responsible for ensuring via technical and organizational measures that only the Applicant has access to the data provided. The Austrian Corona Panel Project recommends that the data be encrypted while on the Applicant's device, or when being stored on a network drive or in a cloud service, or when being stored on a mobile storage unit (e.g. a USB stick).

**IV. Property rights**

The data remains the property of the Austrian Corona Panel Project and if any new variables are derived from the data and /or any changes are made to the data, these will be returned to the Austrian Corona Panel Project upon acceptance for publication by a scientific journal or publisher (not required for blog posts or newspaper coverage). Any new variables derived from the data and/or changes made to the data shall be the property of the Austrian Corona Panel Project .

**V. Prohibition to link data**

No attempt should be made to link or combine the data provided under this agreement – not even partially – to other information or archived data available for the data sets provided, even if access to that data has been formally granted to you, or it is freely available without restriction, unless specific permission to do so has been received from the relevant access committee(s) or sample custodians.

**VI. Protection of the identity of survey participants (re-identification and de-anonymization)**

The identity of all survey participants should be protected at all times and no contact or tracing attempts will be made. The Applicant 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 anonymous individual entries contained in the data provided. The presentation or publication of individual cases, even without any direct reference to individual persons is prohibited. Summarizing representations of the data typical to scientific works and presentations is allowed. In case anonymized, individual statistical data entries in the provided data become de-anonymized, even when not the result of intentional action, the Applicant remains obligated to protect the privacy of these statistical entries as well as to inform the Austrian Corona Panel Project directly and immediately, initially by telephone and then in writing of the de-anonymization and the circumstance.

**VII. Obligation to cite provided data**

The Austrian Corona Panel Project and its funder's contribution to this project will be acknowledged in any resulting publications or dissemination material. In the event that publications or other works (for example, Master's thesis, working papers, etc.) utilize data from the provided data, the Applicant is obligated to cite the provided data as a reference source. The Applicant is also required to cite the version of the dataset used for all of these works. For every publication utilizing the data, a copy is to be sent to the Austrian Corona Panel Project at least four weeks before publication. These research results will of course be treated confidentially and only serve to ensure that no regulations, in particular usage guidelines, have been violated. This also pertains to so-called "grey literature." Deposit copies can be delivered as printed versions or in electronic form (as PDF [Portable Document Format])

**VIII. Obligation to inform about the completion of the research project**

The Applicant is responsible to inform the Austrian Corona Panel Project about the completion of the project for which the provided data was used. The Applicant is obligated to ensure that the provided data, including all backup copies, modified copies and extract files, are deleted from all data processing media and storage devices once the right to process and use the data has ceased. In case further usage is intended, the Applicant must apply for a new use permission. The Applicant's right to process and use the data begins on the date of signature of this contract by both parties and ends with the date specified in Section 2 'Duration of the Research Project'.

**IX. Breach of contract and penalties**

The Austrian Corona Panel Project is to be informed immediately in the event of any breach of the obligations laid out in these usage regulations by the Applicant. In this sense breach of contract includes, but is not limited to:

- Processing or usage of data for purposes other than the designated research project
- No, or insufficient information regarding source of data in publications
- De-anonymizing or re-identification of individuals
- Dissemination of data or data extracts to third parties
- Unauthorized access to the data, even if this occurs via a lapse in IT security
- Non-compliance with required standards for secure data storage and processing
- Dissemination of personal access codes and passwords

The Applicant is liable for all damages to the Austrian Corona Panel Project arising from actions not in accordance with this agreement, improper or incorrect handling in the context of access to the data made available via the Applicant and releases the Austrian Corona Panel Project from any and all claims of liability or damages from third parties. In the event of breach of any of the obligations listed in the usage regulations the Austrian Corona Panel Project may resort, depending upon circumstance and severity of the instance to one or more of the following measures:

- The Applicant will be required to immediately delete the data provided, including all backups, extract files and help files.
- An appropriate report on the breach will be sent to other research data and service centers.

- The Applicant will at this time also be barred from access to services offered by the Austrian Corona Panel Project for a limited time period or permanently.
- In the event of willful, deliberate or grossly negligent breach of contractual obligations the Applicant agrees to the obligation of payment of a fine of €10,000 (Euro).

**X. Conformity with GDPR standards**

The Austrian Corona Panel Project conforms to GDPR (General Data Protection Regulation) standards. By signing this document, you confirm that your organization conforms to GDPR standards and the data you receive from us will be regulated by the GDPR.

**XI. Changes and additions**

Changes or additions to this contract must be made in writing to be effective. If individual provisions of this contract have become or should become invalid, the validity of the remaining, unrelated provisions shall remain unaffected. In this case, the invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision by way of a contractual amendment. In the event of differences of opinion regarding the content and scope of the right of use, the Austrian Corona Panel Project shall decide.

**XII. Austrian jurisdiction**

It is agreed that Austrian law shall apply. Exclusive place of jurisdiction is Vienna.

**XIII. Data of the Applicant**

The Applicant agrees that the personal data disclosed by him/her as well as the personal data resulting from this agreement will be stored for the purpose of implementing the agreement. The Applicant is entitled to withdraw or revoke the processing and usage right at any time.

**XIV. Errors in the dataset**

The Austrian Corona Panel Project cannot be held liable for errors in the dataset.

**XV. Liability and responsibility for outcomes**

The Austrian Corona Panel Project is not responsible for the use of data by third parties. The Austrian Corona Panel Project is not liable to the Applicant for loss or damages, of any kind, in connection with data subjects to this contract or consequences or recommendations where applicable contained in the data transferred. The Applicant herewith acknowledges that he/she is solely responsible for the outcome of measures resultant of the received data or as a consequence of his/her interpretation of the received data.

**Section 4 - Signature**

**By signing this form, I confirm that I understand and agree to comply with the conditions stipulated above.**

**Main Applicant's signature (electronic signature acceptable):** \_\_\_\_\_

**Date:**

**Signature of Co-Applicant/Supervisor (if applicable):** \_\_\_\_\_

**Date:**