

# Data Transfer Contract Name/Applicant - Institution

## Contract number

Example

This is a contract between

The Steering Committee of the  
Berlin Aging Study II (BASE-II)  
c/o Max Planck Institute for Human Development  
Dr. L. Müller  
Lentzealle 94  
D-14195 Berlin

Applicant  
Institution  
Address

and

- referred to below as the data recipient -

- 1 BASE-II grants the data recipient the right to use the data from the data set requested.

### **Variables Used**

- 2 The following restrictions apply:
  - 2.1 The data recipient agrees not to pass on or make the data available to any persons or institutions other than those listed in the application to the steering committee. Persons seeking to use the data other than those listed from the research project must be reported to the BASE-II steering committee. Each person using the data must sign the data protection form "Data Protection Obligations / Privacy Policy When Using Data from the Berlin Aging Study II (BASE-II)."
  - 2.2 The data may only used in connection with the following research project:

### **Project Title**

Any other use of the data is not permitted. The data recipient is obliged to submit an abstract on the research project.

- 2.3 De-anonymization measures (i.e. those which identify individuals in the data set) are not permitted. The publication of individual data sets is prohibited. Combining the data set with other non-anonymized data sets is also not permitted. In the event of any legal disputes, German data protection laws apply. Combining the data set with those relating to any other persons or data referring to households (e.g. methods for statistical matching) is only possible once permission from the steering committee of BASE-II has been granted in writing.

Charité Universitätsmedizin –  
Berlin  
Humboldt-Universität zu Berlin  
Max Planck Institute for  
Human Development  
German Socio-Economic Panel  
Universität zu Lübeck  
Universität Tübingen

### *Steering Committee:*

Prof. Dr. Denis Gerstorff,  
HU Berlin, Speaker  
Prof. Dr. Lars Bertram,  
ULBC, Co-Speaker  
Prof. Dr. Ilja Demuth, Charité –  
Universitätsmedizin Berlin  
Co-Speaker  
Prof. Dr. Ulman Lindenberger,  
MPIB, Co-Speaker  
Prof. Dr. Graham Pawelec,  
TATI-Tübingen, Co-Speaker  
Prof. Dr. Elisabeth Steinhagen-  
Thiessen, Charité –  
Universitätsmedizin Berlin,  
Co-Speaker  
Prof. Dr. Gert G. Wagner,  
SOEP/DIW & MPIB,  
Co-Speaker

### *Contact:*

BASE-II  
c/o Max Planck Institute for Hu-  
man Development  
Dr. Ludmila Müller  
Lentzeallee 94  
D-14195 Berlin  
lmuller@mpib-berlin.mpg.de  
0049.30.82406380

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- 2.4 The data recipient is responsible for ensuring that the necessary technical and organizational measures for data security are in place in accordance with European and German data protection laws.

Due to the sensitive nature of the BASE-II data, the data recipient is obliged to provide explanation of how he or she is going to store the data according to a data protection policy which must be signed by the data protection officer of the research unit/institution to which the data recipient belongs. The responsibility for data storage lies with the data recipient. The BASE-II provides an information sheet on data protection to this end.

- 2.5 The data, as well as any back-up copies, extracts, and help files created or obtained from it must be deleted once the projects for which they were made available have been completed. BASE-II is to be informed immediately in writing upon the deletion of the data. If the project in question is ongoing in nature, then data security remains the responsibility of the data recipient.
- 2.6 The data recipient agrees to make publications in which BASE-II data were used or cited available to BASE-II.
- 2.7 This contract stipulates that the data recipient must ensure that it is not possible to draw any conclusions about individual persons once research results are published. If the publishers or journals in question require the BASE-II data used in publications to be made publicly accessible then the following points must be observed: The institution to which the data recipient belongs is responsible for storing the data for the longest period required for potential reanalysis by one of the journals. The data recipient is also responsible for ensuring that the data are deleted at the end of this period.
- 2.8 The data recipient agrees always to cite BASE-II data by stating „BASE-II“ as the source in any publication making use of BASE-II data and to use the following text to this end:

“This article [poster, presentation, report] uses data from the Berlin Aging Study II (BASE-II) which has been supported by the German Federal Ministry of Education and Research according to grant numbers 16SV5537/16SV5837/16SV5538/16SV5536K/01UW0808/01UW0706 / 01GL17161. The responsibility for the contents of this publication lies with its author[s].”

If possible the following BASE-II publications should be mentioned: Bertram et al. 2014\*, and Gerstorf et al. 2015\*\*

\*Bertram, L., Böckenhoff, A., Demuth, I., Düzel, S., Eckardt, R., Li, S.-C., Lindenberger, U., Pawelec, G., Siedler, T., Wagner, G. G., & Steinhagen-Thiessen, E. (2014). Cohort profile: The Berlin Aging Study II (BASE-II). *International Journal of Epidemiology*, 43(3), 703–712. doi:10.1093/ije/dyt018

\*\* Gerstorf, D., Bertram, L., Lindenberger, U., Pawelec, G., Demuth, I., Steinhagen-Thiessen, E., & Wagner, G. G. (2016). Editorial. *Gerontology*, 62, 311–315. doi:10.1159/000441495

- 2.9 By signing this contract, the data recipient agrees to his or her name, institution/research affiliations and project title being mentioned in any online and offline publications and reports produced by BASE-II.
- 3 BASE-II agrees to make a (data) file for scientific use available without charge.
- 4 The BASE-II steering committee reserves the right to make the final decision in any cases where differences of opinion as to the right of use of BASE-II data should arise.
- 5 The right to use the data ends either if the data recipient leaves the institution where he/she was working when the contract was signed or if said institution is dissolved, taken over by new management, or re-established as a new institution. The data, as well as any back-up copies,

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extracts, and help files created or obtained from it must be deleted should either of these eventualities occur. BASE-II is also to be informed of any such changes. The steering committee of BASE-II still reserves the right to revoke BASE-II data usage privileges at any time even if neither of these eventualities end up occurring.

6 The integral parts of this contract are formed by:

- The „Application to the Steering Committee for Analysis Projects and Planned Publications using BASE-II Data“ and „For Presentations using BASE-II Data at Conferences, Workshops, etc.“ (non-relevant sections to be deleted as applicable).
- Information Sheet on Data Protection
- The data protection statement “Data Protection Obligations / Privacy Policy When Using Data from the Berlin Aging Study II (BASE-II).”
- Your data protection policy needs to be signed by the data protection officer of your research unit/institution and must include the information as detailed in the above information sheet about data protection.
- The appendix to the contract entitled „Application Confirmation“ which includes any further comments or supplementary information on the contract as necessary.

7 Changes or any other modifications to this contract must be carried out in writing.

We, the BASE-II Steering Committee, believe that it is not in the best interest of individual researchers if two competing researchers or groups work on the same research question without knowing this. This is the reason why we check if such competing interests do exist. At the same time, we can only circumvent such situations of competing inquiry when research projects, themes, and data will not be blocked for longer than absolutely necessary. As a consequence, we provide authors who have gone successfully through the data application process in BASE-II with a head start by reserving the primary outcome data exclusively for them for the first six months after data transfer. After that period, we will open these data for other groups as well. If the current project has indeed evolved into something that forms the basis for a publication (as exemplified by an extended abstract that reports conclusive results from the analyses undertaken), we will work towards setting-up the other project(s) in complementary ways so to make sure that the projects are not overlapping. If the current project has not evolved as planned, we will open the project space for other groups entirely

Berlin, date

Place, date

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On behalf of  
the steering committee of BASE-II  
Dr. Ludmila Müller

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Signature applicant