Data Transfer Agreement

The English text is a translation of the German text. The German wording shall prevail in case of doubt or dispute.

between

Title First name Last name

Institutional Affiliation

Street

Postal code City

– hereinafter referred to as: Data Provider –

and

Institut zur Qualitätsentwicklung im Bildungswesen (IQB)

(Institute for Educational Quality Improvement)

– Wissenschaftliche Einrichtung der Länder an der

Humboldt-Universität zu Berlin e. V.

(An Academic Institute of Germany's State Governments

at Humboldt-Universität zu Berlin e. V.)

Ausführende Abteilung / executing department:

Forschungsdatenzentrum / Research Data Centre (FDZ)

vertreten durch / represented by:

Frau Prof. Dr. Petra Stanat (wissenschaftlicher Vorstand / Academic Director)

Frau Dr. Anne Jostkleigrewe-Paulus (kaufmännischer Vorstand / Executive Director)

Postanschrift / postal address:

Unter den Linden 6, 10099 Berlin, Germany

– hereinafter referred to as FDZ –

with regard to the datasets listed in **the appendix**

– Subject matter of the contract, database –

Humboldt-Universität zu Berlin
Institut zur Qualitätsentwicklung im Bildungswesen
Unter den Linden 6, 10099 Berlin

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iqboffice@iqb.hu-berlin.de
www.iqb.hu-berlin.de

KMK
KULTUSMINISTER
KONFERENZ

the following data transfer agreement with the agreement number/designation:

FDZ-IQB_Acronym_YYMM-DD_Provision

concluded:

Preamble

The Institute for Educational Quality Improvement (IQB) – a research institution jointly supported by the federal states (Länder) of the Federal Republic of Germany and an affiliated institute of Humboldt University of Berlin, registered association (e. V.) – is a scientific institute that supports the Länder in the development and assurance of quality in the general education system.

The IQB hosts the Research Data Center (FDZ). The FDZ at IQB archives datasets from educational studies conducted in Germany. The aim and purpose of this activity are the comprehensive documentation and long-term preservation of primary data from educational and psychological research, including performance data, and the provision of these datasets for secondary scientific use.

The FDZ at IQB is an operating partner in the Research Data in Education Network (VerbundFDB) and cooperates within this network. Within VerbundFDB, relevant national institutions in the field of educational research work jointly to make research data available for empirical educational research. Researchers are offered the opportunity to archive their own data and to identify datasets for secondary use via VerbundFDB.

Within the framework of a research project, the Data Provider has collected research data and transfers these data and the associated materials to the FDZ at IQB for the purpose of secondary scientific use by other researchers.

The principles of the German Research Foundation (DFG) for safeguarding good scientific practice, in their current version, are recognised by all parties as a generally accepted guiding framework.

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§ 1 Subject of the Agreement and Principal Obligations

1) Facilitation of Reuse

The FDZ undertakes to store the database in accordance with the following provisions and to make it available to third parties for reuse (hereinafter: data users) at its discretion within the framework of the provisions of this contract. The FDZ shall make the database available to data users via appropriate data access channels in accordance with § 2 paragraph 4.

2) Transfer of the Database

The Data Provider undertakes to transfer the database, which is described in more detail in **the appendix "Database**," to the FDZ and to grant it the rights of use in accordance with § 2. The appendix "Database" is an integral part of the contract. The transfer shall be carried out in accordance with the procedure described in **the appendix "Data Transfer"**. The appendix "Data Transfer" is an integral part of the contract.

3) Remuneration in accordance with the cost model

Both contracting parties shall bear their own costs of the contract and its implementation. The transfer of data shall be free of charge.

§ 2 Purpose

1) The FDZ processes the database in order to enable its reuse and to transfer it to third parties.
2) The FDZ may make the database available to third parties for the following purposes:

   ◆ for scientific purposes, i.e., research and teaching

3) The FDZ is authorized to make excerpts from the database or specially prepared versions of the database available to the general public without restriction (public use).
4) The specific access concept, i.e., which files are made accessible in what form and how, will be agreed upon by mutual consent between the contracting parties at a later date after review of the documents.
5) The FDZ also processes the database for long-term preservation.

§ 3 Granting of Rights/Authorization of Use

1) The Data Provider grants the FDZ an indefinite number of simple (non-exclusive), spatially unrestricted rights of use to the database. The duration of the rights of use is specified in § 5 of this agreement. By granting the rights of use, the FDZ is granted the following powers:
   a. The FDZ is entitled to systematically archive (reproduce) the database digitally and to prepare and process it for the purpose of long-term physical backup and further evaluation. In doing so, the FDZ may use all measures, technical means, formats, and methods that it deems appropriate at its own discretion.

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b. The FDZ is authorized to transfer the database to third parties for the purposes specified in § 2 (1) above (to distribute and/or make it accessible) and to permit them to use it in its original and/or edited form for these purposes. The FDZ shall conclude agreements with third parties regarding their use.

c. By taking over the database, the FDZ acquires the right to link it with other data and pass it on to third parties, while maintaining the agreed levels of protection.

d. If the present database can be linked to other databases archived at different research data centers within the framework of the VerbundFDB, the latter are permitted to link them while maintaining the agreed levels of protection and the respective terms of use and, if necessary, to transfer data between them for this purpose.

2) Paragraph 1 applies regardless of whether the database is subject to copyright or other legal protection. If there is no property right to the database, the granting of rights is understood to be a license to use the database in accordance with the provisions of this agreement.

3) The granting of rights does not in any way restrict the Data Provider from using the database itself for other purposes or from allowing third parties to use it, unless expressly agreed otherwise in this contract.

§ 4 Metadata and Documentation

1) The FDZ is authorized to document the datasets using metadata in a suitable form, preferably in electronic databases, and to make this metadata generally available to the public. Metadata is understood to mean all data used to describe the database (e.g., project title, project participants, research questions, sponsors, research design, data collection methods, survey instruments).

2) Metadata also includes abstracts, study descriptions, and other texts serving as documentation.

3) The metadata is provided by the Data Provider; in addition, the FDZ may also generate further metadata from the database and the information provided by the Data Provider, using methods of its own choosing. The FDZ may adapt and edit metadata at its own discretion, if necessary to ensure compliance with its own standards.

4) The metadata is made publicly available under the following license: Creative Commons CC0 Universal, in its current version (https://creativecommons.org/publicdomain/zero/1.0/deed.en).

§ 5 Entry into Force, Term of the Agreement, and Legal Succession

1) Entry into Force

The contract shall enter into force upon signature by both contracting parties.

2) Contract Term and Termination/Cancellation
    a. The contract is concluded for an indefinite period.

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b. Each party has the right to terminate the contract at any time with three months' notice to the end of the quarter, stating the reasons for termination.

c. If the contract is terminated by one of the contracting parties, the FDZ will no longer make the database available to third parties for subsequent use after the effective termination of the contract.

d. The termination of the contract has no influence on data usage contracts already concluded between the FDZ and data users.

e. The contracting parties reserve the right to extraordinary termination.

3) Right of Use after Termination of the Contract

After termination of the contract, the FDZ may store the database for a period of 10 years after the last use of the data in order to ensure good scientific practice and make it available to third parties for this specific purpose (e.g., verification of good scientific practice through replication). After the right of use has expired, the FDZ will delete the database in accordance with data protection regulations.

4) Legal Succession

a. If the Data Provider is dissolved or, in the case of a natural person, dies, or if the whereabouts of the Data Provider cannot be determined, the FDZ shall become the legal successor with regard to the database provided. This applies unless the Data Provider has expressly designated another (natural or legal) person for the individual case or unless legal provisions prevent this. The obligations arising from this contract shall continue to apply to the FDZ insofar as they are applicable by their nature.

b. In the event of its dissolution, the FDZ is entitled to transfer the data to another suitable data center under the same conditions. No separate consent from the Data Provider is required for this.

§ 6 Publication of Results

1) Definition

Publications within the meaning of this contract are all documents that are made available to an indefinite group of users. This also includes "gray literature," "working papers," "preprints," publications in repositories, and student work, even if these are only used within the university (bachelor's, master's, or diploma theses). In addition, this also includes presentation materials, especially if they are made available on the Internet.

2) Citation

The FDZ requires data users to cite publications based on the database in accordance with the rules of good scientific practice. In addition to naming the database and its persistent identifier, at least the authors of the database and the FDZ must be named in accordance with the regulations described in **the citation appendix**, which is an integral part of the contract.

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3) Registration of the Dataset

The FDZ will arrange for the registration of a DOI or other persistent identifier for the database and will communicate this to the Data Provider upon request.

§ 7 Obligations Regarding the Handling of Data

1) Accuracy
   a. The Data Provider undertakes to prepare, document, and transfer the database with the usual and appropriate care, but does not guarantee that it is free of errors.
   b. In the event of serious errors or defects in the database, the Data Provider shall be granted a reasonable period of time to remedy the defects. If it is no longer reasonable to expect the defects to be remedied, the FDZ may withdraw from the contract.
   c. The Data Provider shall pseudonymize, correct, or delete personal data from the database.
   d. Irrespective of this, the FDZ shall correct, delete, or restrict the processing of personal data in the database if the controller's instruction is based on a legitimate claim by the data subject under Articles 16, 17, and 18 of the GDPR.
2) Security of Data Processing

The FDZ undertakes to maintain a level of protection appropriate to the risk associated with data processing at all times. This is achieved by complying with the technical and organizational measures (TOM) in accordance with the GDPR. These measures shall be adapted by the FDZ in line with the state of the art. If there is a specific need, all contracting parties must also take further security measures independently.

3) Storage Period and Deletion Obligation

The storage period is governed by Section 2 (5) of this contract. The deletion obligation is carried out in accordance with the GDPR, provided that data can be re-anonymized or re-pseudonymized.

4) Restriction of Access Rights, Onward Transmission
   a. Access to the database is generally only permitted for contractually obligated data users.
   b. Data users shall be obliged to keep the database and all copies of the database confidential. This data confidentiality shall continue even after the end of the agreed period of use.
5) Transfers to Third Countries
   a. The processing of the database is permitted in all member states of the European Union, the European Economic Area (EEA), and all countries for which the European Commission has determined the adequacy of the level of data protection in accordance with Art. 45 (1) GDPR. The FDZ takes appropriate measures to comply with the provisions of the GDPR.

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b. In countries that do not have an adequate level of protection, the database may only be accessed via secure remote computer access that does not allow the database to be downloaded or copied.

§ 8 Guarantee of Rights and Liability

1) Guarantee of Rights
   a. The Data Provider guarantees that, as the rights holder, it is entitled to grant the FDZ the rights of use required for the uses permitted by this agreement. In addition, it guarantees that the contractual use of the database by the FDZ and/or third parties and its transfer to them does not infringe any third-party rights.
   b. If the Data Provider violates its obligations under this agreement, in particular the above guarantee, and the FDZ suffers damage as a result, the Data Provider shall indemnify the FDZ against any claims by third parties that they assert against the FDZ on the basis of their own rights to the data and/or due to a violation of data protection law.
   c. The exemption includes the necessary costs of legal defense of the FDZ and the assertion of claims for damages in the event of a violation of § 8 (1) (a) sentence 1 does not apply if the claims of third parties are attributable to actions of the FDZ that go beyond the contractually agreed use of the subject matter of the contract.

2) Liability
   a. The Data Provider and the FDZ shall not be liable for any loss or damage of any kind in connection with the contractual data or with conclusions or recommendations that may be contained in the transmitted data.
   b. The FDZ and the Data Provider shall only be liable for intentional or grossly negligent acts; liability for consequential damages is excluded.
   c. The exclusion and limitation of liability shall not apply to damages resulting from injury to life, limb, or health, to damages resulting from the breach of essential contractual obligations (so-called cardinal obligations), or to liability for warranted characteristics. In the event of a breach of cardinal obligations, liability for slight negligence shall be limited to foreseeable damages.

§ 9 Written Form

1) Conclusion and Termination

The conclusion and termination of this contract must be in writing.

2) Amendments and/or Additions

Amendments and/or additions must be made in writing.

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§ 10 Partial Invalidity

Should one or more of the provisions be or become invalid, the contracting parties are obliged to replace them immediately by means of a supplementary written agreement with a provision that comes closest to the meaning and purpose of the invalid provision. The validity of the rest of the contract remains unaffected.

§ 11 Applicable Law and Place of Jurisdiction

1) This agreement shall be governed by the laws of the Federal Republic of Germany.
2) For all disputes arising from the execution of this contractual relationship, the registered office of the FDZ shall be the place of jurisdiction, provided that the Data Provider is a merchant, a legal entity under public law, or a special fund under public law.

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Institution of the Data Provider

_____

PLACE, Date   Signature of Data Provider

Stamp of the Data Provider

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Institut zur Qualitätsentwicklung im Bildungswesen e. V. (IQB) (Institute for Educational Quality Improvement)

_____

Berlin, [date]   Prof. Dr. Petra Stanat (wissenschaftlicher Vorstand /
                                        Academic Director)

_____

Berlin, [date]   Dr. Anne Jostkleigrewe-Paulus (kaufmännischer
                                        Vorstand / Executive Director)

Stamp of the IQB

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Appendices

Muster

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Appendix Database

Title of the study including acronym:

Title in German, including acronym

List of data to be transferred

-

The FDZ at the IQB documents the data received from the Data Provider and creates a data preparation document to explain what happens to the data during preparation at the FDZ at the IQB. This document is coordinated with the Data Provider and adapted accordingly.

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Appendix Data Transfer

The VerbundFDB offers researchers the opportunity to transfer research data, including related materials, to a central location as Data Providers. In this respect, the VerbundFDB acts on behalf of and in the interests of the Data Providers and supports them in archiving and making available the research data and related materials for the purpose of reuse.

Data Providers upload the research data, including accompanying materials, to the VerbundFDB reporting portal after contacting the VerbundFDB and/or the FDZ and agreeing to the Verbund Forschungsdaten Bildung's general terms and conditions for the transfer of research data (GTC). The VerbundFDB's General Terms and Conditions for the Transfer of Research Data (GTC) between the Data Providers and the VerbundFDB, represented by the DIPF, in the version valid at the time of conclusion of the contract (https://www.forschungsdaten-bildung.de/agb), are therefore the subject of this data recording agreement between the Data Provider and the FDZ.

The DIPF hosts the server on which the encrypted research data of the Data Providers is stored after upload to the VerbundFDB reporting portal. The FDZ downloads this encrypted database via a secure connection to its own secure servers for further curation (i.e., archival management of the data, secure and protected storage, and provision of the data to third parties). The database is decrypted there using a decryption system.

In the event of any contradictions between the VerbundFDB terms and conditions and this contract, the provisions of this contract shall take precedence.

In addition, the FDZ's rules of procedure in their currently valid version (https://fdz.iqb.hu-berlin.de/documents/2/2019-01-31_FDZ_Verfahrensordnung.pdf) shall apply.

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Appendix Citation

Rules

without sensitive data: SUF Off-site

If only SUFs Off-site were used for the analyses, the data version should be cited as follows:

> Author order (publication date). Title of the data product (acronym) (version [no.]) [dataset]. Berlin: IQB – Institute for Quality Development in Education. http://doi.org/10.5159/IQB_Akronym of the data product_SUF_Off-site_v[no.]

with sensitive data: SUF Remote

If SUFs Remote were used for the analyses or part thereof, the data version should be cited as follows:

> Author order (publication date). *Title of the data product (acronym)* (version [no.]) [dataset]. Berlin: IQB – Institute for Quality Development in Education. http://doi.org/10.5159/IQB_Akronym des Datenproduktes_SUF_Remote_v[no.]

Examples

without sensitive data

- Kasper, D., Beese, C., Scholz, L.A., & Schwippert, K. (2023). *Trends in International Mathematics and Science Study 2019 (TIMSS 2019)* (Version 4) [Dataset]. Berlin: IQB – Institute for Quality Development in Education. http://doi.org/10.5159/IQB_TIMSS_2019_SUF_Off-site_v4

- Kleinkorres, R., Ludewig, U., Lorenz, R., & McElvany, N. (2025). *International Primary School Reading Study 2021 (IGLU 2021)* (Version 1) [Dataset]. Berlin: IQB – Institute for Quality Development in Education. http://doi.org/10.5159/IQB_IGLU_2021_SUF_Off-site_v1

with sensitive data

- Kasper, D., Beese, C., Scholz, L.A., & Schwippert, K. (2023). *Trends in International Mathematics and Science Study 2019 (TIMSS 2019)* (Version 4) [Dataset]. Berlin: IQB – Institute for Quality Development in Education. http://doi.org/10.5159/IQB_TIMSS_2019_SUF_Remote_v4

- Kleinkorres, R., Ludewig, U., Lorenz, R., & McElvany, N. (2025). *International Primary School Reading Study 2021 (IGLU 2021)* (Version 1) [Dataset]. Berlin: IQB – Institute for Quality Development in Education. http://doi.org/10.5159/IQB_IGLU_2021_SUF_Remote_v1

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