

SHARE Conditions of Use

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1. Scope and subject matter

The present Conditions of Use apply to all data that are distributed through the accredited *SHARE Research Data Center* (hereinafter referred to as "SHARE data"). These data may be used by registered SHARE users only.

All users are required to register individually with the *SHARE Research Data Center* and to agree to the Conditions pertaining to the use of the SHARE data. This is a mandatory part of the [registration process](#) and is confirmed by the individual user's signature (on the [Statement concerning the use of SHARE data \(PDF\)](#), hereinafter referred to as "SHARE User Statement").

Registration is completed when the individual applicant is granted access to the SHARE data via personal data access information (personal user ID and password) to the [SHARE Research Data Center website](#) (the sole online access point to download the data).

2. Basic usage requirement and eligibility rules

In accordance with legal requirements regarding data protection and SHARE confidentiality protection requirements as well as ethical commitments related to the SHARE data collection, the SHARE data may be used **for scientific purposes only** (cf. 6.-8. below). All users have to comply with this general and basic usage requirement.

In this regard, during the [registration process](#), applicants also have to provide relevant information with regard to their scientific alignment in the following way:

- i. by means of an **affiliation with a scientific institution**, such as a university or scientific research institution or a clearly separate and independent research department of a public institution/non-profit organisation,
- ii. or – only if 2. (i.) does not apply – in justified cases, by providing relevant details about the **specific scientific project** for which the data shall be used. At this, the scientific character of the project has to be demonstrated in a sufficient manner.

Applicants who succeed in providing the required information are eligible to register as SHARE users. Failure to comply with the basic usage requirement or to provide the relevant information will result in a rejection of the application.

3. Intellectual property rights and user licenses

a) Ownership of the data and IPR

As laid down in the [SHARE-ERIC Statutes \(PDF\)](#) (Art. 11 (2), p. 7), the *Survey of Health, Ageing and Retirement in Europe – European Research Infrastructure Consortium* (hereinafter referred to as "SHARE-ERIC") is the owner of the SHARE Survey and all of its data (including add-ons certified by SHARE-ERIC) and of all intellectual property rights emanating from setting up and conducting the survey.

No ownership and intellectual property rights of SHARE-ERIC in the SHARE data are conferred upon the SHARE user by completion of the registration or at any subsequent time after access to the data has been granted.

b) SHARE User Licenses

- i. By completion of the registration the individual SHARE user is granted a simple, non-exclusive, non-transferrable right of use of the SHARE data subject to the currently valid version of the Conditions of Use and as long as his/her registration is effective.
- ii. If access is granted on the basis of specific scientific project information (cf. 2. (ii.) above) the right of use is limited to the specific scientific project described on Page 2 of the SHARE User Statement submitted by the user during the registration process and ends automatically when the project or publication is completed.

4. Information duties of the applicant/user

As part of the registration as a SHARE user certain personal and professional details have to be provided by the applicant.

By signing the [SHARE User Statement \(PDF\)](#) the applicant represents and warrants that any information submitted by him/her is accurate and truthful and that he/she will keep this information accurate and up-to-date after access has been granted.

In the event that any of the details provided to SHARE-ERIC change (such as birth name, email address and scientific affiliation), the user is requested to inform SHARE-ERIC immediately.

If the user is granted a SHARE User License according to 3.b (i.) and his/her scientific affiliation ceases or if the user is granted a SHARE User License according to 3.b (ii.) and he/she intends to use the data for another scientific project a new application has to be filed.

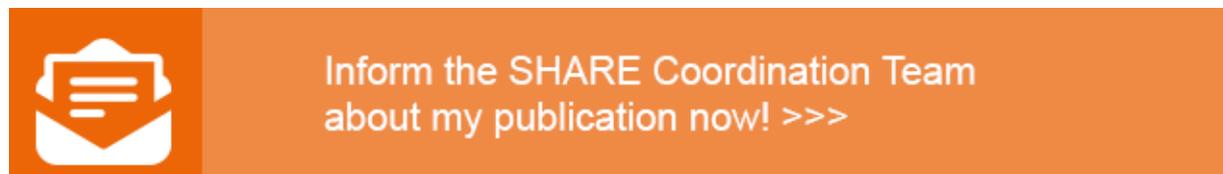
Should an applicant/user provide false, out-of-date or incomplete information or should there be a reasonable doubt regarding the truthfulness of the information provided, SHARE-ERIC reserves the right to reject the application or to suspend or block access and to withdraw the right of use of the SHARE data with immediate effect from the user.

5. Notification and citation duties

Whenever a publication using SHARE data is released (print as well as online), all users have to ensure that they comply with the following notification and citation duties:

a) Notification requirement

Users of SHARE data are obliged to **provide references** to all forms of publications (including working papers, theses, etc.) based on SHARE data to the central SHARE Coordination Team.



SHARE-ERIC will publish this information in the [SHARE online bibliography database](#).

b) Citation requirements

- i. In each publication using SHARE data the data collection and the main funding institutions have to be acknowledged. The **acknowledgement** in the publication must refer to the SHARE data set(s) used (including the respective DOI/s) and include information on the funding sources.

If special data sets such as *easySHARE* or the Job Episodes Panel data have been used in the publication an additional acknowledgement referring to these data has to be included.

All details regarding the information to be included in the acknowledgement/s as well as an exemplary acknowledgement referring to the up-to-date data sets can be found here: [Citation Requirements](#).

- ii. In the **bibliography** of each publication, it is obligatory to cite the used data set(s). Besides, users are requested to include the basic literature on SHARE research and methodology in the bibliography corresponding to the data set(s) they have used in the publication.

Up-to-date details on how to cite the data sets (including a recommendation of how to cite data sets in general) and the basic literature for each wave of the SHARE data collection can also be found here: [Citation Requirements](#).

6. Data protection and privacy rules

a) Anonymity of participants

SHARE data are released in form of "scientific-use files" protected by factual anonymity (as defined by the strict norms of the German Federal Statistics Act and the German Federal Data Protection Law). Such data may only be used for purely scientific purposes.

SHARE data never contain identifying information about the SHARE participants. Under no circumstance may users take any action aiming at a re-identification of participants of the study.

b) Applicable law

The collection of SHARE data and therefore the use of the data are subject to European Union and national data protection laws, in particular with the European General Data Protection Regulation (GDPR):

~~Until 25 May 2018: The Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (and the national implementations of this non-self-executing legal instrument in the EU Member States and all countries in which the SHARE data are collected).~~

~~As of 25 May 2018: The~~ Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (which has entered into force on 24 May 2016 and will directly apply from 25 May 2018 in all EU Member States).

By registering as SHARE users, all **non-EU users** agree to comply with these European data protection laws. This self-commitment of the individual user is confirmed by the individual user's signature on the [SHARE User Statement \(PDF\)](#).

7. Confidentiality rules

Users are obliged to keep their login details to the *SHARE Research Data Center* (user name and password) secret.

Users are also required to take appropriate technical and organisational measures to protect the copies of the SHARE data that they have downloaded from the *SHARE Research Data Center* against unauthorised access.

Users are not allowed to make copies of the data available to others and/or enable any third party access to the database. Access to the SHARE data is only granted on an individual basis. Please note that this means that even within a specific scientific project each person working with the data on the project has to register and download the data individually.

Simplified *easySHARE* application procedure for teaching purposes

As regards the *easySHARE* data set, a simplified application procedure has been established, which can be used by registered users with a scientific affiliation (cf. 2. (i.) above) who aim to use *easySHARE* for teaching purposes.

This procedure provides a convenient way of registering all course participants as regular SHARE users at the same time. Furthermore, course instructors (hereinafter referred to as "teachers") are granted the right to distribute the *easySHARE* data to participants of their course/s (hereinafter referred to as "students") and make copies of the data set available to them.

This procedure constitutes an exception to the general prohibition of disclosure including an exception to the general rule of only registered SHARE users being allowed to use the SHARE data and is subject to the following special conditions:

- Registration of the teacher as a SHARE user by means of a scientific affiliation is a necessary prerequisite to make use of the simplified *easySHARE* application procedure.
- All teachers who want to make use of this exception with regard to the *easySHARE* data are required to agree to the special conditions by filling out and signing the [Statement concerning the use of *easySHARE* data for teaching purposes \(PDF\)](#), hereinafter referred to as "*easySHARE* Teacher Statement".
- The teacher may distribute *easySHARE* data to his/her students for teaching purposes only.
- Before providing the students with *easySHARE* data the teacher is obliged to ensure that all students he/she provides with *easySHARE* data
 - either are registered SHARE users already

- or – if they are first-time SHARE users – have filled out and signed the [SHARE User Statement \(PDF\)](#) individually.
- The teacher is obliged to collect all SHARE User Statements of first-time SHARE users participating in his/her course and to provide the *SHARE Research Data Center* with these statements as soon as possible and in any event no later than 14 days after the date of the submission of his/her *easySHARE* Teacher Statement.

Please note: Apart from this exception, the use of *easySHARE* data is subject to the SHARE Conditions of Use in the same way as all other SHARE data.

8. Ethics

The SHARE data collection procedures are subject to continuous ethics review. SHARE-ERIC's activities related to human subjects research are guided by international research ethics principles such as the [Respect Code of Practice for Socio-Economic Research \(PDF\)](#) (professional and ethical guidelines for the conduct of socio-economic research) and the '[Declaration of Helsinki](#)' (PDF) (a set of ethical principles regarding human experimentation developed for the medical community by the World Medical Association, last revised at the 64th WMA Meeting held in Fortaleza/Brazil in October 2013).

All SHARE users are expected to be familiar with the fundamental principles of research ethics (e.g., see guidelines mentioned above) and to take them into account in an appropriate manner when conducting research using SHARE data.

9. SHARE user data privacy policy

a) SHARE user data

When registering as a SHARE user the user will be included in the list of users of the SHARE project and all personal data provided by the user are stored in the so-called "SHARE User Database" and processed by SHARE-ERIC in order to provide access to the SHARE data and related services. ~~By registering as a SHARE user the user gives his/her consent to be included in the list of users of the SHARE project and that all personal data and information he/she provides is stored in the so-called "SHARE User Database" and processed by SHARE-ERIC in order to provide access to the SHARE data and related services.~~

~~When registering as a SHARE user, t~~he personal data and information provided by the user will be administered and stored in the context of commissioned data processing on systems of the public data archive rendering the access services of the *SHARE Research Data Center* (the CentERdata Archive located at Tilburg University in the Netherlands).

By signing the SHARE User Statement, users ~~agree-accept~~ to be informed about updates of SHARE data and the Conditions of Use via email. Receiving this update information via email is an inseparable part of all SHARE User Licenses and cannot be cancelled separately by the user.

~~By registering as a SHARE user the user gives his/her consent that SHARE-ERIC may transfer his/her personal registration details (full name, project title(s), and scientific affiliation) to the SHARE Country Teams at the national partner institutions of SHARE-ERIC for the purpose of publication research. Furthermore, SHARE-ERIC has the right to transfer the personal data of the SHARE users (including full name, email address, project title(s), and scientific affiliation) to the [SHARE Country Teams at the national partner institutions of SHARE-ERIC](#) whenever this is necessary with regard to the provision of access to the SHARE data and related services and the funding and development of the SHARE study. If necessary for these purposes, SHARE-ERIC and the SHARE Country Teams may also contact the SHARE users via email (e.g., when conducting publication research or in relation to the development of the questionnaires of SHARE study).~~

If a user wishes to cancel his/her registration as a SHARE user, he/she can do so by sending an [email to the SHARE Research Data Center](#). Cancellation of the registration is possible at any time. ~~After cancelling his/her registration the user is not allowed to use the SHARE data anymore and is required to delete all copies of the data immediately.~~

~~The information according to Article 13 GDPR, including details on the rights of SHARE users regarding the processing of their personal data, is available in the [Privacy Notice](#) of the website of the SHARE project.~~

b) SHARE newsletter

During the registration process, applicants can choose to subscribe to the SHARE newsletter. Even though this is an optional service, subscribing is recommended in order to keep up to date with regard to the SHARE project on national and international levels. Subscription to the SHARE newsletter is also possible for non-SHARE users via the SHARE project's website or by sending a request via [email to the central SHARE Coordination Team](#).

All details regarding the newsletter terms and conditions and on how subscriber's data are processed and used are described in the [Privacy Notice](#) of the website of the SHARE project. Unsubscribing is possible at any time and does not affect the SHARE user license.

10. Disclaimer

SHARE-ERIC bears no responsibility for the use of the SHARE data, or for interpretations or inferences based on this use. The responsibility for users' research, projects and publications using SHARE data and in particular with regard to the research results lies solely with the user.

Although reasonable efforts to provide accurate and up-to-date data and accompanying documentation are made by SHARE-ERIC, SHARE-ERIC makes no warranties (express or implied) or representations of any kind as to their accuracy, currency or completeness.

SHARE-ERIC also makes reasonable efforts to provide the data and accompanying documentation (usually via the project's website) without interruption to the user. In the event of unavailability the user, however, cannot claim access and usage or other related services.

SHARE-ERIC accepts no liability for indirect, consequential or incidental damages or losses arising from the use of the SHARE data, or from the unavailability of, or interruption of the access to the data or services for whatever reason.

11. Consequences of breach of the SHARE Conditions of Use

In the event of breach of the present Conditions of Use, SHARE-ERIC has the right to withdraw the right of use of the SHARE data (including the user's access to the *SHARE Research Data Center*) with immediate effect from the user at any time and request him/her to delete all copies of the data immediately.

In particular, in case of doubt whether or not the data have been used for purely scientific research only, SHARE-ERIC furthermore reserves the right to take any legal action against users who may have violated this basic usage requirement (cf. 2. above).

In case of an intentional or serious breach of the data protection and privacy rules (cf. 6. above), or attempts thereof, SHARE-ERIC reserves the right to make public the data protection violation including the identity of the user.

12. Update of the SHARE Conditions of Use

The SHARE Conditions of Use may be subject to change due to e.g. legislative amendments, necessary changes of SHARE policies or deviations of the funding conditions.

In such cases, SHARE-ERIC may, at any time, vary, amend or delete any provision of these Conditions of Use by reasonable notice. Users are informed via email about the updated Conditions of Use. Unless otherwise stated in the email, the updated Conditions of Use shall apply as from 21 days from the informational email.

Access to the SHARE Research Data Center or use of the SHARE data after the date of entry into force of the updated SHARE Conditions of Use constitutes unconditional acceptance of the updated Conditions of Use by the user.