

Terms of use for a customized dataset containing OeNB Euro Survey data

These terms of use govern the specific conditions and restrictions under which the **Oesterreichische Nationalbank, Otto-Wagner-Platz 3, 1090 Vienna, Austria**, (hereinafter referred to as the “OeNB”) grants

Name: _____, **Affiliation:** _____

Name: _____, **Affiliation:** _____

[please insert lines if there are more than 2 authors]

(hereinafter referred to jointly as “authors”)

permission to use a customized dataset containing OeNB Euro Survey data (hereinafter referred to as “data” or “customized dataset”) for the research project:

Working title:

and for any publication emerging from this research project.

Please note: Following the submission of the signed terms of use, the authors will be contacted by the OeNB and asked to provide a detailed outline of their research project. *For further information on the selection process, see item A of the annex.*

The customized dataset will be provided by the OeNB subject to the authors’ unconditional acceptance of the following conditions and limitations.

In order to be granted access to the customized dataset, the authors need to accept the present terms of use. However, the act of accepting these conditions does not by itself create an entitlement to be granted access to the data.

Note: Most OeNB Euro Survey data may be shared for external research projects, and data from all survey waves except the most recent wave can be made available. Data from the penultimate wave are made available upon request once the data quality check of the most recent wave is finalized (usually from May onward, i.e. wave 2019 is available from May 2021 onward). A few data series are available only after three years because of ongoing in-house research projects (with a phase-in until April 2022), while a few data series are not available for reasons of confidentiality. By default, the OeNB provides sociodemographic variables in a harmonized way across survey waves.

Terms of use

- 1) The data shall be used solely for the above-mentioned research project and for any publication emerging from this research project. Any changes to the research project and/or the research questions (as specified in the detailed outline of the research project; for further information, see annex, item A) must be notified to the OeNB in writing. The OeNB reserves the right to terminate the authors' right to use the data upon any change to the research project and/or research questions.
- 2) In particular, the data may be used only for scientific research limited to the above-mentioned research project and shall not be used for any other project, whether resulting in a publication or otherwise, or for commercial or any other purposes.
- 3) The authors confirm that they will not disclose or distribute the data, whether in part or in their entirety, to any third party. The authors shall implement (e.g. physical) security measures and operating procedures to ensure the confidentiality of the data and that no third party gains access to the data. The authors remain liable for any unauthorized access to or misuse of the data even after the conclusion of the research project.
- 4) The authors confirm that they will include the following statement in each written report or publication: "Some of the data used in this analysis are derived from the OeNB Euro Survey and have been provided by the OeNB solely for research purposes. These data have been obtained from the OeNB under special contractual arrangements and are available from the author(s) only subject to certain conditions."
- 5) The authors confirm that they will include a reference in each written report or publication that uses or analyzes data subject to the present terms of use, identifying the source as "OeNB Euro Survey." Likewise, the source shall be cited in charts, figures and tables contained in the publication emerging from the research project. In bibliographies, OeNB Euro Survey data shall be cited as follows: "Oesterreichische Nationalbank. OeNB Euro Survey. <https://www.oenb.at/en/Monetary-Policy/Surveys/OeNB-Euro-Survey.html>. Unpublished raw data of the survey waves 20xx to 20yy (data received on [date])."
- 6) Prior written consent must be obtained from the OeNB if the publication regime of the scientific journal in which the research project is to be published requires – for replication purposes – access by a third party (i.e. by other researchers) to the customized dataset. To grant access to the data set to a third party, the following procedure shall be applied (see also the flow chart in item B of the annex):
 - For replication purposes, the authors shall save the dataset locally. The dataset intended for replication purposes shall contain only those variables that were used in the research project.
 - If a third party intends to replicate the authors' research project, the authors shall inform the third party that said third party needs to accept the "Terms of use for third parties" attached to the present terms of use in order to be granted access to the customized dataset, see item C of the annex.
 - The authors shall send the "Terms of use for third parties" signed by the third party to the OeNB.

- The OeNB will authorize the authors to transfer the customized dataset to the third party.
- The authors shall transfer the dataset to the third party, copying the OeNB on any written correspondence.

- 7) The authors acknowledge and agree that the data shall remain the sole and exclusive property of the OeNB. All rights attached thereto, including without limitation the copyright, remain with the OeNB.
- 8) The authors shall report to the OeNB within a reasonable time any errors or flaws in the customized dataset they discover while using it. However, the OeNB will not be involved in any way in remedying consequences of these data errors, since the use of the data is under the full and exclusive responsibility of the authors.
- 9) The authors acknowledge that the OeNB disclaims any warranties, express or implied, on the accuracy and completeness of the data as well as their fitness for a specific purpose. Moreover, the OeNB does not accept any liability for loss or damage, whether direct, indirect or consequential, irrespective of its cause, resulting from the use of the data.
- 10) The authors are informed that the OeNB will merely deliver the dataset and will not provide any additional services, including consultations, clarifications, explanations, revisions or updates. The authors take note that no legal claims can be derived from these terms of use that would commit the OeNB to provide the data in the first place or to provide any further related services concerning the data.
- 11) In order to keep the bibliography of the OeNB Euro Survey up to date, the authors shall send a copy of their research project (e.g. published working papers, final version of the research project as published in scientific journals, contributions to other publications etc.) to the OeNB.
- 12) The authors shall indemnify and hold harmless the OeNB, its agents, employees and officials against damages incurred as a result of the breach of any provision of these terms of use by the authors.
- 13) The authors take note that the OeNB may immediately terminate the right to use the data upon any infringement of these terms of use, at any point of time. Any dispute that may arise between the authors and the OeNB in connection with using the data shall be resolved in accordance with Austrian law; the place of jurisdiction shall be the *Handelsgericht Wien* (the Vienna Commercial Court).

With their signature, the authors confirm that they accept the terms of use for a customized dataset containing OeNB Euro Survey data.

Signed

_____ Date _____ City _____
 Author N.N.

_____ Date _____ City _____
 Author M.M.

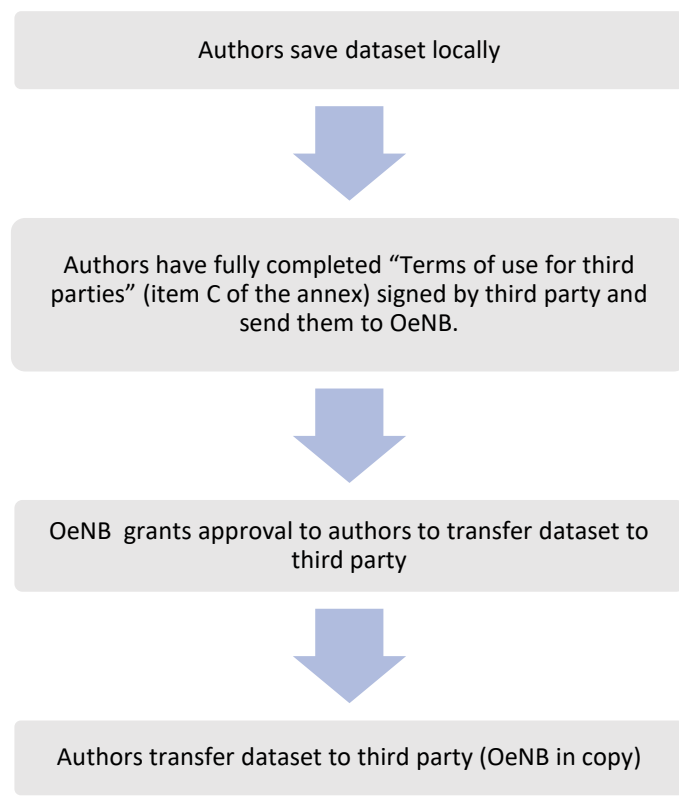
[please insert lines if there are more than 2 authors]

ANNEX:

A) Information on the selection process following the submission of the signed terms of use:

- The OeNB will provide a form asking the authors to provide an outline of their planned research project.
- The authors must provide a written outline of the research project for which the data will be used, including a list of the research questions to be analyzed, a tentative schedule and a list of required variables.
- The OeNB will examine the research project proposal and the variables list submitted by the authors.
- If the OeNB approves the research project proposal and the variables list, it will provide the authors with a customized dataset in STATA format (no general access to OeNB Euro Survey data will be granted).

B) Information on the approval process for granting third parties access to OeNB Euro Survey data:



C) Terms of use for third parties

[A separate form can be obtained from the OeNB]

Terms of use for a customized dataset containing OeNB Euro Survey data for the purpose of replicating published data analyses

This declaration regulates the terms of use, in particular the specific conditions and restrictions, under which the

Oesterreichische Nationalbank, Otto-Wagner-Platz 3, 1090 Vienna, Austria,

(hereinafter referred to as “OeNB”) grants

Name: _____, **Affiliation:** _____

e-mail address: _____

Name: _____, **Affiliation:** _____

e-mail address: _____

[please insert lines if there are more than 2 persons]

(hereinafter referred to jointly as “signatory”)

permission to use the customized OeNB Euro Survey dataset (hereinafter referred to as “data”) presented in the publication (*Please fill in “title, magazine, year, issue”*) _____ by (*Please fill in “author(s)”*) _____ for the purpose of replicating the corresponding data analyses.

Terms of use of the OeNB Euro Survey data

- 1) The data shall be used solely for the purpose of replicating the data analyses of the above-mentioned publication.
- 2) In particular, the data shall not be used for any other purpose, whether resulting in a different publication or otherwise, or for commercial or any other purposes.
- 3) The signatory shall not disclose or distribute the data, whether in part or in their entirety, to any other third party without the prior written consent of the OeNB. The signatory shall implement (e.g. physical) security measures and operating procedures to ensure the confidentiality of the data and that no other third party gains access to the data. The signatory remains liable for any unauthorized access to or misuse of the data even after the conclusion of the research project.
- 4) The signatory acknowledges and agrees that the data shall remain the sole and exclusive property of the OeNB. All rights attached thereto, including without limitation copyright, remain with the OeNB.

- 5) The signatory agrees to indemnify and hold harmless the OeNB, its agents, employees and officials against damages incurred as a result of the breach of any provision of this declaration by the signatory.
- 6) The signatory acknowledges that the OeNB disclaims any warranties, express or implied, on the accuracy and completeness of the data as well as their fitness for a specific purpose. Moreover, the OeNB does not accept any liability for loss or damage, whether direct, indirect or consequential, irrespective of its cause, resulting from the use of the data.
- 7) The signatory is informed that the OeNB will not provide any additional services, including consultations, clarifications, explanations, revisions or updates regarding the data. The signatory agrees that no legal claims can be derived from this declaration that would commit the OeNB to provide the data in the first place or to provide any further related services concerning the data.
- 8) The signatory takes note that the OeNB may immediately terminate the right to use the data upon any infringement of these terms of use, at any point of time. Any dispute that may arise between the signatory and the OeNB in connection with using the data shall be resolved in accordance with Austrian law; the place of jurisdiction shall be the *Handelsgericht Wien* (the Vienna Commercial Court).

The signatory accepts the terms of use for a customized dataset containing OeNB Euro Survey data for the purpose of replicating published data analyses.

Signed

_____ Date _____ City _____

N.N.

_____ Date _____ City _____

M.M.

[please insert lines if there are more than 2 persons]