

Annex 2

www.snsf.ch
Wildhainweg 3, P.O. Box, CH-3001 Berne

careertracking@snf.ch

Contract

between

Swiss National Science Foundation (SNSF), Wildhainweg 3, 3001 Berne, represented by its legal department,

(hereinafter “the SNSF”)

and

the researchers of the research project “...”, represented by ...,

(hereinafter “the researchers”)

Article 1 Introduction, description and goal of the research project

¹ The persons involved, the research question and the goal of the research project are described in detail in the request for data access. The request for data access forms an integral part of the contract (Annex XX).

² The researchers request access to the scientific-use files of the SNSF Career Tracker Cohorts (SNSF-CTC) archived at FORSbase. The scientific-use files of the SNSF-CTC are indispensable for the conduct of the research described in their request for data access.

Article 2 Object

The researchers get access to the scientific-use files of the SNSF-CTC that are currently archived at FORSbase. New scientific-use files of the SNSF-CTC will be archived at FORSbase as they emerge. If the researchers wish to get access to additional/future scientific-use files they have to file a new request for data access.

Article 3 Right of use

The scientific-use files of the SNSF-CTC are to be used exclusively for the realisation of the research project described in the request for data access. Any other use or exploitation of the scientific-use files of the SNSF-CTC is prohibited. This also includes any other use or exploitation via third parties.

Article 4 Data protection, confidentiality and data destruction

¹ The researchers comply with the provision of the Federal Act on Data Protection (FADP, CC 235.1) and guarantee full protection and confidentiality of the data contained in the scientific-use files of the SNSF-CTC to which they have received access within the framework of the present contract, even after completion of the research project.

² The researchers guarantee that they will not initiate any research, contact-making or other measures aimed at identifying individuals concerned by the scientific-use files of the SNSF-CTC.

³ The researchers destroy the scientific-use files of the SNSF-CTC after the completion of the research project, without keeping any copy thereof. The researchers shall immediately confirm to the SNSF that they have destroyed the scientific-use files of the SNSF-CTC completely and irrevocably. If the research project has not been completed by the aforementioned date, the researchers must submit a written and justified request for extension to the SNSF at least one month before this date expires. The SNSF will decide on this request within four weeks.

Article 5 Prohibition of data linking

The researchers are prohibited from linking the scientific-use files of the SNSF-CTC with their own data, with further data from the SNSF or with data of third parties.

Article 6 Prohibition of data transfer to third parties

¹ Only the persons listed in the request for data access will process the scientific-use files of the SNSF-CTC. The undersigned ensures that these persons comply with all legal and contractual obligations and makes them aware of the confidentiality of the data. Persons having access to the scientific-use files have to be recorded in a separate list. The SNSF has to be informed about any changes to this list.

² The researchers are prohibited from passing on the scientific-use files of the SNSF-CTC to third parties or making them available to third parties in any other way.

Article 7 Right of publication

¹ The rights to the results of the research belong to the researchers.

² The results of the research are published in such a manner that particular individuals may not be identified. Prior to publication, the SNSF will receive a free copy of the publication for its information.

Article 8 Contract duration

¹ This contract comes into force upon signature by both parties and ends at the earliest at the end of the research. Article 6 paragraph 2 of this contract remains in force.

² The SNSF has the right to terminate the contract prematurely if it finds a breach of the other party's obligations.

Article 9 Amendments/additions to the contract

Amendments or additions to this contract must be made in writing and signed by both parties.

Article 10 Disputes

Both parties aim to settle disputes amicably. In the event that a dispute must be settled in the courts, the place of jurisdiction will be Berne, Switzerland. This agreement shall be governed by the substantial law of Switzerland.

This contract is drawn up and signed in two copies. The researchers and the SNSF each receive one copy.

Berne, dated _____

Location, dated _____

Swiss National Science Foundation:

The researchers:

For the Strategy Support division:
Name

For the researchers:
Name