

# NZES Data Usage Terms & Conditions



Users of New Zealand Election Study data acknowledge that:

1. Use of the material is restricted to use for analytical purposes and that this means that I can only use the material to produce information of an analytical nature. Examples of such uses are:
  - a. The manipulation of data to produce means, correlations or other descriptive summary measures;
  - b. The estimation of population characteristics from sample data;
  - c. The use of data as input to mathematical models and for other types of analyses (e.g. factor analysis); and
  - d. To provide graphical and pictorial representation of characteristics of the population or sub-sets of the population.
2. The material is not to be used for any non-analytical purposes, or for commercial or financial gain, without the express written permission of the ADA Director after consultation with the principal researchers of the NZES. Examples of non-analytical purposes are:
  - a. Transmitting or allowing access to the data in part or whole to any other person / Department / Organisation not a party to this undertaking; and
  - b. Attempting to match unit record data in whole or in part with any other information for the purposes of attempting to re-identify individuals.
3. Outputs (such as statistics, tables and graphs) obtained from analysis of these data may be further disseminated provided that I:
  - a. Acknowledge both the NZES and the ADA;
  - b. Acknowledge another archive where the data file is made available through the ADA by another archive; and
  - c. Declare that those who carried out the original analysis and collection of the data bear no responsibility for the further analysis or interpretation of it.
4. Use of the material is solely at my risk and I indemnify the NZES, ADA and its host institution, The ANU.
5. The NZES, the ADA and its host institution, The ANU, shall not be held liable for any breach of this undertaking.
6. The NZES, the ADA and its host institution, The ANU, shall not be held responsible for the accuracy and completeness of the material supplied. The material being supplied on an 'as-is' basis.

7. Once access has been granted to the data, abuses of access rights, breaches of this undertaking, or failure to keep the data safe, may result in the application of restrictions. Restrictions will escalate in severity depending upon the seriousness of the breach and vary from termination of access to the user and/or institution, on either a temporary or permanent basis, through to potential legal action in the most extreme cases.
8. I will notify promptly the ADA of any non-compliance with these Terms and Conditions of Use or of any infringements of the data, including unintentional disclosure or any errors within the data of which I become aware.
9. At the conclusion of my research notify of use. This may include the offer of publication to the ADA any new dataset that has been derived from the materials supplied or which have been created by the combination of the material supplied with other available data. The deposit of the derived dataset will include sufficient supporting documentation to enable the new dataset to be made accessible to other users.
10. The New Zealand Election Study follows the values of Te Mana Raraunga and the Global Indigenous Data Alliance. Data users who wish to publish findings related to Māori (the Indigenous peoples of Aotearoa/ New Zealand) are expected to do so with due respect for their status as tangata whenua (the Indigenous peoples of New Zealand). We recommend that data users read and apply Te Mana Raraunga's principles of Māori Data Sovereignty (i.e., <https://www.temanararaunga.maori.nz/s/TMR-Maori-Data-Sovereignty-Principles-Oct-2018.pdf>).
11. Data users are expected to report findings related to all social groups and communities with due respect and fairness.