

Terms of use of confidential data for scientific purposes

General principles

Access to confidential data for scientific purposes will only be granted if all the conditions laid down in the Regulation on access to confidential data for scientific purposes are fulfilled, in particular:

- access will be granted only to researchers belonging to a recognised research entity;
- the research entity's duly designated representative must have signed a confidentiality undertaking;
- access may be granted only if the research proposal submitted by the researchers asking for access to confidential data for scientific purposes has been approved; each research proposal must be countersigned by the contact person identified in the confidentiality undertaking;
- all researchers asking for access to confidential data for scientific purposes must have signed a confidentiality declaration.

The research entity's duly designated representative shall take all the necessary regulatory, administrative, technical and organisational measures to ensure that access to confidential data for scientific purposes is organised in accordance with the present terms of use.

Liability

In case of violation of the conditions for access to confidential data for scientific purposes, this access may be withdrawn from the research entity and/or from the researcher. The research entity may also be liable to pay compensation for damages or asked to take disciplinary action against the offending researcher.

The confidentiality undertaking and the terms of use do not limit the liability of the research entity or the researcher for contraventions of any requirements laid down in the applicable national civil or penal law.

The Commission may not be held responsible for any errors, omissions or mistakes contained in data made available to the research entity or to the researcher nor for any consequences or liabilities arising therefrom. Nor shall the Commission be responsible for any effects of the materials supplied on software or hardware of computer systems of the research entity or of the researcher.

Data users

The data shall be made available to the researchers named in the research proposal.

Safekeeping of the data

The medium containing confidential data for scientific purposes must be stored in a locked room to which access is restricted to authorised persons only.

The confidential data for scientific purposes must be stored on a password-protected computer. Access to the data must be restricted to authorised researchers named in the research proposal.

The intermediate results of analysis containing confidential data must be stored in a protected environment.

Data handling

Researchers must ensure that any results of the research published or otherwise disseminated do not contain information that may permit the identification of individual statistical units (persons, households, enterprises, etc.).

In any reports, including all publications and unpublished papers, researchers must ensure the strict application of the guidelines for publication attached to the confidential data for scientific purposes.

No copy of all or part of the data may be made and none of the data may leave the research entity's premises.

Duration of access

Access to confidential data may be granted only for the period stated in the research proposal (duration of the research project).

Any extension of access must be requested separately before the scheduled end-date of the research project stated in the research proposal. No compensation may be claimed in the event of such an extension not being approved.

Eurostat may immediately terminate access to data if the research entity has not fully ensured compliance with the conditions and obligations referred to in the confidentiality undertaking and these terms of use. In the event of non-compliance, Eurostat shall in writing request the research entity to rectify the situation within a period not exceeding one month. In the absence of rectification, termination shall be effective on the date the entity receives a registered letter with acknowledgement of receipt.

After expiry or completion of the project

After expiry or completion of the project indicated in the research proposal (or in case of termination of access by Eurostat), the principal researcher must destroy the dataset and any data or variables derived from it and sign a declaration to the effect that it has been ensured that all data have been destroyed. This declaration applies to the original data sent by Eurostat and to all subsets of the original data set.

The research entity is required to provide Eurostat with references to all reports that have been produced using the data. To allow a central list of all data recipients and analyses to be continuously updated, these references shall be given to Eurostat as soon as possible with any necessary qualifiers (e.g. 'not to be quoted'). In any event, these references must be sent to the microdata access team immediately after the reports have been presented or published. The research entity will remain bound by this obligation even after finalisation of the research project or termination of the access to data.

The researcher(s) must not make further use of the information made available to him/her/them by Eurostat after the completion of the research project or termination of the access to data. Failure to comply with this requirement shall result in liability to claims for damages and to penalties.

Furthermore, at the request of Eurostat, the research entity must return or destroy all documents and computer records relating to the work performed in relation to the research proposals.

Identification of data sources

The researchers shall state the source of the data by referring to: "This study/report/paper is based on data from Eurostat, *name of the survey, reference year(s)*" and add the following disclaimer when disseminating the results of work to which the research proposal relates: 'The responsibility for all conclusions drawn from the data lies entirely with the author(s) '.

Resolution of disputes

In the event of a dispute or claim concerning the processing of the confidential data for scientific purposes, the research entity shall cooperate with a view to settling them amicably in a timely fashion.

The research entity shall respond to any generally available non-binding mediation. The research entity should consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

Applicable law and competent court

The implementation of these terms of use shall be governed by Luxemburg law; the courts in Luxemburg shall have sole jurisdiction to hear any disputes.