

Terms of use of confidential data for scientific purposes (model for all entities except for international organisations)

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In case of violation of the conditions for access to confidential data for scientific purposes, this access may be withdrawn from the research entity and/or from the researcher.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 confidential data shall be made available to the researchers named in the research proposal.

Safekeeping of scientific use files (original data received from Eurostat and confidential intermediate results of analysis):

The research entity shall ensure appropriate physical security of the entity's premises and appropriate security of the IT system and network where confidential data for scientific purposes are stored and accessed (detailed requirements in "Safeguards in place to ensure security of the confidential data": section 8 of the [Guidelines](#)).

Confidential data for scientific purposes must be stored on server or stand-alone machines managed by the IT system administration of the entity. Data access can take place only from client or stand-alone machines managed by the IT system administration of the entity, with appropriate end-point security measures in place. Access may take place only at the premises of the research entity. Access to data must be restricted to the researchers named in the research proposal. Data export/copy in any form is forbidden. In particular to cloud systems, external storage services/devices (e.g. USB, external hard disks) or mobile devices. The entity must ensure secure disposal of data upon research project completion.

Data handling

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

In all reports, including both published 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 confidential data may be made and none of the confidential 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 confidential 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 the event of termination of access by Eurostat), the principal researcher must destroy the confidential dataset provided by Eurostat and any confidential data derived from it and sign a declaration to the effect that it has been ensured that all confidential data have been destroyed. This obligation applies to the original data sent by Eurostat and to all derived data, except for the aggregated and/or analysed data as presented in the research results/reports.

The research entity is required to provide Eurostat with references to all reports that have been produced using the confidential 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 Eurostat 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 confidential data.

The researchers must not make further use of the information made available to them by Eurostat after the completion of the research project or termination of the access to confidential 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)*, *release date*, *version* and *DOI reference if available*" 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 Luxembourg law; the courts in Luxembourg shall have sole jurisdiction to hear any disputes.