

# Model Terms and Conditions for Access and Use of Confidential Statistical Data for Use in Research Projects<sup>1</sup>

Access to INE confidential data for use in a research project implies full acceptance of the following conditions:

## 1- Data use and processing:

- a. The data will only be used for the research project under review. It is explicitly forbidden to use the data for any other purpose and, in particular, for administrative purposes.
- b. No attempt will be made to identify statistical units.
- c. The data will be stored and processed in accordance with the provisions of the document on basic security measures for the custody of the files (see corresponding annex).
- d. The data will not be cross-referenced with any external source, unless prior express authorisation is given by the INE.
- e. The data will only be used during the authorized time. Any extension in the use of the data must be authorised by the INE. If you need to extend the time of use of the data, you must apply at least 2 weeks before the end of the authorised period of use.
- f. After the end of the authorisation period, the INE will keep the data for a period of **five years**, in case the research team needs to access the data again in order to respond to reviews of their results in articles submitted to peer-reviewed scientific publications (following due justification). This access will be free of charge and will only be possible for inquiries related to the project for which use was authorised.

## 2- Personnel accessing the data:

- a. The data will only be accessible to staff of the declared research team who have signed the relevant Statistical Confidentiality undertakings (see corresponding annex).
- b. Access or transfer of the data to third parties is explicitly prohibited.
- c. Changes in research project personnel must be notified to the INE before they occur, and the INE must give its express consent for these changes. The personnel who join the investigation must sign the corresponding commitment regarding Statistical Confidentiality prior to accessing the data.

## 3- File deletion:

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<sup>1</sup> This document is a model which aims to give the applicant an idea of what kind of conditions are required for access to confidential statistical data for scientific purposes. The conditions of access finally signed by the applicant may vary from those presented in this model.

- a. The original data files and any intermediate files that have been created during the research project that contain INE data, in any medium, shall be appropriately destroyed when the project has ended or, failing this, when the data use authorisation period has elapsed.
- b. The principal investigator of the project will send to the INE the certification of the deletion of files within 2 weeks after the end of the project (see corresponding annex).

#### 4- Publication of results and ownership of files:

- a. The results produced from the data provided will never be published individually or in any way that allows the identification, directly or indirectly, of the reporting units.
- b. The research team shall refer to these conditions and to the privacy of the data provided in the publications of the results of the research project. In addition, it should be clearly stated that the degree of accuracy or reliability of the results obtained from the exploitation of the data by the researchers is the sole responsibility of the researchers.
- c. The INE will never be held responsible for the content of the information prepared by the research team, nor for the consequences that may derive from such information, without prejudice to the provisions of Law 12/1989.
- d. The files ceded by the INE to carry out the research project are its exclusive property.
- e. The results of the project and the studies obtained from the files provided by the INE will be the exclusive property of the research team.

#### 5- Commitments of the requesting entity and the research team:

- a. The applicant organisation and the members of the research team are subject to the preservation of statistical confidentiality as regulated by the legislation in force, and shall adopt the necessary technical and organisational security measures to ensure its preservation where appropriate.
- b. Prior to the access or transfer of data, all staff of the research team will sign an individual undertaking on Statistical Confidentiality (see corresponding annex). Prior to the access or transfer of the data, the person in charge of the research team will also sign an institutional commitment regarding Statistical Confidentiality (see corresponding annex).
- c. The applicant entity will ensure compliance with the regulations on statistical confidentiality as well as all the conditions established in this document and its annexes.
- d. The research team shall notify the INE of any incident related to data security as soon as it becomes aware of it.

#### 6- Non-compliance:

- a. Failure to comply with any of the conditions established in this document may result in the revocation of the concession of access to or use of the data, which will imply the cessation of the activity and, if appropriate, the erasure of the information transferred by the INE, without prejudice to the actions deemed appropriate by the INE in accordance with the provisions of current legislation.
- b. In the event that the protection of statistical confidentiality is compromised due to negligence or wilful misconduct, the INE may deny the organisation and the members of the research team access to statistical data for use in future scientific projects.

7- Applicable law and jurisdiction:

- a. These access conditions are governed by Spanish law. Any controversy in relation to these conditions of access shall be submitted to Spanish jurisdiction, the parties submitting themselves to the Courts and Tribunals of the city of Madrid, and their hierarchical superiors, expressly renouncing their jurisdictions if they have them and if they are different from those mentioned above.

8- Financial obligations:

- a. The preparation of the application involves a detailed cost in the budget communicated to the research team (see corresponding annex).

9- Annex:

These conditions of access and use include the following annexes:

1. Request for access to confidential data for scientific purposes
2. File registration design
3. Request budget
4. File deletion form
5. Basic security measures for the custody of files
6. Individual and institutional Statistical Confidentiality commitments

(Date and signature of the representative of the entity)