

Who can access?

Due to the confidential character of the AES microdata, direct access to the anonymised data is only provided by means of research contracts (see below for standard contract model). Access is in principle restricted to universities, research institutes, national statistical institutes, central banks inside the EU and EEA countries, as well as to the European Central Bank. Please note that individuals cannot be granted direct access. Contact point: estat-microdata-access@ec.europa.eu

For other kind of organisations inside the EU/EEA countries and any requests from any organisations outside the EU/EEA, approval for access needs to be requested first from the European Statistical System Committee by written procedure, which takes about 6 months. Contact person only for this latter procedure, if applicable to you, is Ms. Martine Peeters of Eurostat Unit B1 – Quality, methodology and research, e-mail: martine.peeters@ec.europa.eu. More general information is available at Eurostat's website in the sub domain [Research and Methodology](#).

How to submit an access request?

If your organisation decides to order the data set, an official access request must be made by e-mail sent to estat-microdata-access@ec.europa.eu, which needs to contain the following information:

1. *More details of your organisation in case your organisation is not a university inside the EU. Please forward together with your access request a brief description of research activities of your institute, as well as proof that your institute is established under Community law or under law of an EU Member State. This latter document is also to be sent by e-mail (you may send it through a scanned document in pdf format, if you only avail of a paper copy).*
2. The **official name and address (no P.O. box nr.) of your body**, that is to be put in the contract (in case of a network contract, please, mention all partners' official name and address).
3. **Who will be representing your body for this contract**, i.e. who will be signing it (**full name and title/responsibilities, address (no P.O. box nr.) tel., fax and e-mail**). In case of a network contract, please state of each partner the name and title of the representative able to sign the contract.

NB: Eurostat normally suggests that the signing person is the chancellor of the university (or the vice-chancellor for research), so that all faculties, and not only the one making the request, can access the data; but this depends of course on the internal organisation of the university.

In other words, Eurostat suggests that it should be a person who can commit the body as a whole.

4. Who will be the **person in charge of managing the contract** in your body (**full name, address (no P.O. box nr.) tel., fax and e-mail**). In case of a network contract, this should be someone from the institute acting as network coordinator for the contract with Eurostat.
5. Who will be **the person in charge of data management and other technical aspects** in your body (**full name, address (no P.O. box nr.), telephone, fax and e-mail**). In case of a network contract, this should be someone from the institute acting as network coordinator for the contract with Eurostat.

6. A ***description of all currently planned research projects***: a title and a description in English for each project, including details on the countries, years, variables and breakdowns needed, as well as a short description of the methodology to be followed, what type of analysis is foreseen to be carried out with the data and an approximate description on the output.
7. A copy of the underlying contract with another EU institution or a Directorate General of the European Commission if applicable (to be delivered by normal mail or by e-mail via a scanned version of the contract).

Eurostat would like to stress that:

- ***only research projects carried out ON BEHALF of the organisation that signs the contract and EXCLUSIVELY by its personnel are allowed.*** These projects are either listed in the AES research contract (please check already with your colleagues on any planned research for 2012-2015 and try to get a title and a description in English for each project as required under point 6) or agreed upon in writing by Eurostat, on an ad hoc basis by means of an amendment to the contract, at a later stage. Requests for amendments should be made by the contractor before the expiration of the contract.
- ***copies of any AES data will be strictly forbidden;***
- the contractor's technical manager in your body shall personally ensure that ***every individual researcher working with the data has filled out and signed a confidentiality declaration*** promising that he/she will abide by all the provisions stated in the contract.
- the ***contractor shall take all the necessary regulatory, administrative, technical and organisational measures to ensure that none of the data are distributed to third parties***, and that there will be no attempt to identify nor will the contractor claim to have done so, by any means whatsoever, any individual statistical unit. In particular, the users' database shall not be connected with data sets from any source without Eurostat's explicit written consent.
- it will ***NOT be possible to include any person from another institution*** even if this person is in the same project as a member of your institution and even if this person would consult the file at your premises.
- the contractor is required to ***provide Eurostat with a copy of all reports*** (including unpublished reports/'papers'...) that have been produced using the data. To allow for a central list of all AES data recipients and analyses to be continuously updated, these copies shall be given to Eurostat as soon as possible with the necessary mention (e.g. 'not to be quoted'). In any case, these copies shall be given to the "Department responsible for contract management" at Eurostat (Unit B1) immediately after the reports have been presented (papers) or published. The contractor shall remain bound by this obligation even after expiry or termination of the contract.
- The Commission Regulation (EC) n° 831/2002 concerning access to confidential data for scientific purposes that came into force the 7th of June 2002 indicates that National Authorities have to be consulted for each research project a research institute or university would like to make.

Where to submit a request?

Please send your request (and/or further questions) to the following e-mail address:

estat-microdata-access@ec.europa.eu

The mail address for sending of copies of underlying contracts if applicable (see point 7 above) is:

Ms. Nicoletta SCHWEIKLE-HILGNER
European Commission
Eurostat – Unit B1
BECH Building – Office A3/086
5, rue Alphonse Weicker
2721 Luxembourg
Luxembourg

How long does it take to acquire access?

The timespan between the moment of reception of an access request to the AES at Eurostat and the final delivery to the contractor of the by all parties signed contract and the CD Rom is on average 10 weeks. This time span includes amongst others the consultation with the Member States, which has a duration of 6 weeks as specified in the Commission Regulation and some weeks for applying the necessary contractual administrative procedures at Eurostat's and the contractor's sides.

Standard contract model

**CONTRACT ON ACCESS TO AND USE OF
[NAME OF DATA SET]
DATA FOR RESEARCH PURPOSES**

CONTRACT N° [//]

THE EUROPEAN UNION,

represented by the Statistical Office of the European Union acting in its capacity of the statistical authority of the Union, as defined in Regulation (EC) N° 223/2009 of the European Parliament and of the Council of 11 March 2009 on European Statistics, hereinafter referred to as "Eurostat", itself represented by Mr. Daniel DEFAYS, A.I. Director of Corporate statistical and IT services, Eurostat, acting on its behalf,

and

NAME OF THE CONTRACTOR, established in country,

Address,

hereinafter referred to as "the contractor", represented by its duly authorised representative, Mr./Ms. Name/Title,

HAVE AGREED AS FOLLOWS:

I. SUBJECT AND SCOPE OF THE CONTRACT

Article 1

This contract specifies the conditions for access to confidential statistical data for scientific purposes, the obligations of the researchers, the measures for respecting the confidentiality of statistical data and the sanctions in case of breach of these obligations. It constitutes the contract referred to in Article 4(1)(c) of Commission Regulation (EC) N° 831/2002 of 17 May 2002 implementing Council Regulation (EC) N°322/97 of 17 February 1997 on Community Statistics, concerning access to confidential data for scientific purposes.

It covers the assignment to the contractor, on the terms set out below, of the right to use the *[name of the data set]* (hereinafter referred to as the "data") which contains *[description of the data set]*.

Article 2

The contractor shall take all the necessary regulatory, administrative, technical and organisational measures to ensure that the data are used only for the research purposes specified in Article 6, that none of these data are distributed to third parties, and that there will be no attempt to identify by any means whatsoever, any individual statistical unit, nor will the contractor claim to have done so. In particular, the data shall not be connected with other data sets from any source without Eurostat's explicit prior written consent.

Article 3

The data may be used by the contractor solely for the research purposes specified in Article 6. The contractor shall not process, disseminate or otherwise allow any of the data to be made available or used for any other purpose whatsoever. The contractor shall remain bound by this obligation even after expiry or termination of the contract.

Failure to comply with these requirements by the contractor or by the researchers taking part in the research project(s) (see Article 5) shall result in termination of the contract with immediate effect as well as non-supply of further data and may be subject to legal action against the contractor.

II. DATA ACCESS AND USE

Article 4

The data which the contractor wishes to analyse and study are the following:

.....

The materials and data are provided in good faith and to the best of Eurostat's knowledge and ability and are free of error at the time of supply. But Eurostat shall not be responsible for any errors, omissions or mistakes contained in the users' dataset nor for any consequences or liabilities arising there from. Nor shall Eurostat be responsible for any effects of the materials supplied on software or hardware of computer systems of the researcher or the contractor. In any event Eurostat's liability shall be limited to re-supply of corrected materials and data.

Article 5

The contractor shall have access to the files as follows:

The data shall be made available to the contractor's principal researcher, whose name is in Article 11 below and who shall have direct access to the data.

Access to such data may be granted to the individual researchers employed by the contractor within its organisation exclusively for the research purposes defined in this contract and only following explicit authorisation of the contractor's principal researcher.

The researchers that are taking part in the research project(s) described in Article 6 below, may access the data. However, the contractor shall take all the necessary regulatory, administrative, technical and organisational measures to ensure that these researchers will be granted access to the data only following explicit authorisation of the contractor's principal researcher and that they will use the data exclusively for the project(s) described in this contract.

Before providing access, the contractor's principal researcher shall personally ensure that any individual researcher working with the data has signed a Confidentiality Declaration promising that he/she will abide by all the provisions stated in this contract and accepting that failure to do so may prompt disciplinary action by his/her employer.

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

After expiry or termination of this contract, the contractor will sign a declaration to the effect that it has ensured that any data have been destroyed. This declaration applies to the original data sent by Eurostat and to all data files which have been derived from this database or which are the result of the connection of this database with data sets from other sources under the conditions mentioned in Article 2.

Article 6 The title of the currently planned research project is

Detailed description of the research project:

.....

III. REPORTS BASED ON THE SUPPLIED DATA

Article 7 It shall be the responsibility of the contractor to ensure that any results of the research published or otherwise disseminated do not contain information which may permit the identification of individual records of the data.

Specific part to [name of the dataset]

Article 8 The contractor is required to provide Eurostat with a copy of all reports that have been produced using the data. To allow for a central list of all data recipients and analyses to be continuously updated, these copies shall be given to Eurostat as soon as possible with the necessary mention (e.g. 'not to be quoted'). In any case, these copies shall be given to the department responsible for contract management at Eurostat (see Article 10) immediately after the reports have been presented (papers) or published. The contractor shall remain bound by this obligation even after expiry or termination of the contract.

Article 9 The contractor undertakes to acknowledge the source of the data by stating – European Commission, Eurostat, [description of the release] and reference to the release date – and to add a disclaimer that Eurostat has no responsibility for the results and conclusions which are those of the researcher(s) when disseminating the results of the work to which this contract relates.

IV. RESPONSIBLE DEPARTMENTS

Article 10 The department responsible for managing the contract at Eurostat shall be Directorate B, Unit B1, in charge of quality, methodology and research. This department shall be represented by:

Mr. Antonio BAIGORRI MATAMALA
Address: European Commission
Eurostat – Unit B1
BECN Building – Office A4/132
5, rue Alphonse Weicker
2721 Luxembourg
Luxembourg
Tel.: (+352) 4301 35564
Fax: (+352) 4301 33899
E-mail: antonio.baigorri@ec.europa.eu

For the contractor, the person in charge of these matters shall be:

Name:
Address:
Tel:
Fax:
E-mail:

Article 11 The department responsible for providing the data and managing the scientific and technical aspects of the contract at Eurostat shall be Directorate X, Unit Y1, in charge of This department shall be represented by:

Name:
Address: European Commission
Eurostat – Unit
BECH Building – Office
5, rue Alphonse Weicker
2721 Luxembourg
Luxembourg
Tel.: (+352) 4301
Fax: (+352) 4301
E-mail:@ec.europa.eu

For the contractor, the principal researcher in charge of these matters shall be:

Name:
Address:
Tel:
Fax:
E-mail:

V. DURATION AND TERMINATION OF THE CONTRACT

Article 12 The contract is concluded for a period running from the date of its signature until the research specified in Article 6 is finalised, and in any case will not last beyond *[to be specified]*. Any prolongation is subject to the signature by both parties of an amendment to the present contract to be requested by the contractor before the expiration date. No compensation may be claimed in the event of termination of the contract.

Article 13 Without prejudice to Article 3, Eurostat may immediately terminate this contract from the date of receipt of the registered letter with acknowledgement of receipt, where the contractor has not fully performed his obligations after a written request by Eurostat to rectify the situation within a period not exceeding one month.

Article 14 The contractor undertakes to make no further use of the information made available to him by Eurostat under this contract after its expiry or termination. Failure to comply with this requirement shall result in liability to claims for damages and to penalties.

Furthermore, at the request of Eurostat, the contractor shall return or destroy all the documents and computer records relating to the work to be performed under this contract.

VI. GENERAL PROVISIONS

Article 15 The law of the Grand Duchy of Luxembourg shall govern this contract.

Article 16 The General Court of the European Union and, in the case of an appeal, the Court of Justice shall have sole jurisdiction to hear any disputes between Eurostat, on the one hand, and the contractor, on the other hand, as regards the validity, the application or any interpretation of this contract.

In as many originals as there are parties to the contract,

For the contractor,

For the European Union,

ABCDE

D. DEFAYS

Signature: _____

Signature: _____

Done at,

Done at Luxembourg,

Date:

Date: