

# Pilot project for research access to confidential statistical data

### **Research Dataset Request Form**

### Instructions

Please, fill in the blanks below with the required information, save the form as a PDF and send it (unsigned, unscanned) by email to <u>ECB access.to.microdata@ecb.europa.eu</u>, together with your curriculum vitae in English and with a copy of an official identification document as requested in section 7 below. Fields marked with \* are compulsory.

The application will be reviewed, and you will be informed of the acceptance of your application or not.

Only once this acceptance is obtained, you will receive an invitation to submit the signed application, including signed privacy statement and confidentiality agreement, via mail.

In case of a joint research proposal, only one application form, filled in by the lead researcher in the project, needs to be completed in full. All other researchers need to submit an application form with sections 1, 2.2, and 8 filled in, and referring in section 2.1 to the title of the joint proposal. Upon acceptance of the project. all researchers will have to submit the confidentiality declaration, the signed privacy statement and the documents requested under section 7.

Bachelor and Master students shall fill out the forms with their professor as lead researcher.

### 1. Identification

### 1.1 Personal details

First name: *
Family name: *
Address (no P.O. box allowed): *
City: *
Postal code: *
Country: *
Email: *
Mobile phone:
Lead researcher in the project: * Yes / No

### 1.2 **Professional affiliation**

Job title: *
Name of the institution: *
Department:
Address: *
City: *
Postal code: *
Country: *
Website:
Is the institution a recognised research entity with Eurostat: * Yes / No
If No, is your institution undergoing the listing process? Yes / No

### 2. Research plan

### 2.1 Description of the planned research project

Please describe the subject of the proposed research, the purpose of the research, the possible methodology, and why the data are relevant and needed for the research subject. As guidance, 100 to 200 words are expected. \*

Research project title: \* .....

If you are not the lead researcher in a joint project, you can skip to section 2.2 below.

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### 2.2 Joint project

If this is a joint project with other researchers, please indicate the names and professional affiliation of your co-authors who will require access to the microdata. All these co-authors will need to fill in this form, as indicated in the instructions. The lead researcher in the project should be listed first.

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### 3. Use of research results

### 3.1 Availability of results

Do you have the intention to make the research results available to the scientific community through the usual channels (publications, conferences, working papers, discussion papers, websites)?\*

() Yes () No

Please provide details below\* .....

### 3.2 Use for internal reports

Will the research results or a part of them be used for purely internal reports or purposes?\*

( ) Yes ( ) No ( ) Not sure
If "Yes" or "Not sure", please provide details below:

### 3.3 Other uses of the research results

Please describe other intended uses of the research results (e.g. consultancy contracts or other non-scientific types of use and/or publication)

### 4. Identification of the research funding sources

### 4.1 Funding of the research project

If your research project is partly or entirely funded by one or several organisations (either public or private), please indicate in the space below the name of each organisation.

NB: If there is more than one organisation funding the research project, please provide the information listed in this point related to the additional organisations as a separate annex.

Name of the funding organisation: *
Country: *
Project name or identification number: *
URL: *
Please provide details below:

### 5. Terms and conditions for the usage of the data

The following is a summary of the confidentiality declaration that you must sign before accessing the data (see below).

- The data may not be used for any purpose other than for the scientific purposes mentioned in this research proposal; commercial use is strictly prohibited.
- The use of the data is under your full and exclusive responsibility.
- You must respect the confidentiality of the data and ensure an adequately high level of protection. Signing a confidentiality declaration provided by the European Central Bank (ECB) is required.
- You must mention the source of the data in any publication, including especially tables and charts that you may compile based on the data.
- You must send a copy of your research work based on the data to the ECB.

### 6. Preferred access mode and access location

Access to the data is provided either via remote execution, remote access or on-site access at designated access points. Please share with us your preferred access mode and location. We will do our best to honour your preferences.

I would like to access the data via:

- () Remote execution
- () Remote access
- () On-site, preferably at the following access point:
  - () Deutsche Bundesbank in Frankfurt/Main, Germany
  - () Banco de España in Madrid, Spain
  - () Banca d'Italia in Rome, Italy
  - () Banco de Portugal in Porto, Portugal
  - () Oesterreichische Nationalbank in Vienna, Austria.

### 7. Additional required documentation

Please:

(1) Acknowledge and sign the confidentiality declaration attached to this request form (saved as: access\_form\_leadresearchersurname\_researchersurname\_signed.pdf);

(2) Provide a photocopy of your government-issued photo identification document (saved as: ID\_surname.pdf);

(3) Provide a Resume or Curriculum Vitae (in PDF or simple text format saved as: CV\_surname.pdf).

## 8. Correctness of the information, good faith and authorisation

I hereby certify that the information contained in this application is complete, accurate and correct and that I will report any future change immediately to the ECB. I acknowledge that the ECB is entitled to check at any moment the accuracy of the information given in this form and should my authorisation for it be required, I hereby grant it to the ECB. I acknowledge that the ECB may request additional information from me and that the filing of this request does not automatically entitle me to receive access to the research dataset.

[] I hereby certify that I am a staff member of, or am affiliated with (i.e. conducting scientific work under the auspices of) the organisation/institute specified under paragraph 1.2 of this application.

Place:		
Date:		
Signat	re:	

## Annex 1: Privacy Statement for the access to the research datasets on bank balance sheets and bank interest rates (iBSI and iMIR)

#### 1. Applicable Data Protection Framework

The European Central Bank (ECB) processes your personal data in line with EU Data Protection law<sup>1</sup>.

#### 2. Controller

The ECB is the controller and the Communications Team within the Directorate General Statistics is responsible for processing your personal data.

#### 3. Categories of data processed

The following data are collected and further processed by the ECB:

- Your personal details and professional affiliation;
- A photocopy of your government-issued photo identification document;
- Your curriculum vitae;
- Information regarding your research plans;
- Identification of your research funding sources;
- The names and professional affiliation of your co-authors (if you participate in joint project with other researchers); and
- Any other personal data you provided in this request form.

#### 4. Purpose of processing your personal data

Your personal data are collected and further processed for the purposes of granting access to the research datasets bank balance sheets

and bank interest rates (iBSI and iMIR) as well as any further monitoring of such access.

#### 5. Legal basis of processing your personal data

Your personal data are collected and further processed on the basis of Articles 5.1 (a) and (b) of Regulation (EU) 2018/1725 in conjunction with Article 5 <u>Statute</u> of the European System of Central Banks and of the European Central Bank, as well as the relevant provisions of the pilot project on research access to CSI collected under Council Regulation 2533/98.

#### 6. Recipients

Your personal data are disclosed to the following recipients:

- Limited number of dedicated ECB staff of the Communications Team within the Directorate General Statistics;
- Other dedicated ECB staff members providing opinions and advice, such as for example Legal Services;
- Research data centres at national central banks within the Eurosystem, participating in the pilot projects;
- The list of accepted requests (names, institutions, and title of research project) will be shared with members European System of Central Banks;

<sup>&</sup>lt;sup>1</sup> Regulation (EU) <u>2018/1725</u> of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002, OJ L 295, 21.11.2018, p. 39–98.

#### 7. Data Retention

Your personal data are stored for a maximum period of two years following the closure of your research project (including any extensions) and deleted thereafter.

#### 8. Your Rights

You have the right to access your personal data and correct any data that is inaccurate or incomplete. You have also (with some limitations) the rights to delete your personal data, to restrict or object to the processing of your personal data in line with Regulation (EU) 2018/1725.

You can exercise your rights by contacting the Communications Team Division at the Directorate General Statistics at <u>statistics@ecb.europa.eu</u>.

For all queries relating to personal data, please contact the ECB's Data Protection Officer at <a href="https://doc.org/action.com">doc.org/action.com</a> .

#### 9. Recourse

If you consider that your rights under Regulation (EU) 2018/1725 have been infringed as a result of the processing of your personal data, you have the right to lodge a complaint with the <u>European Data</u> <u>Protection Supervisor</u> at any time.

#### 10. Changes to this Privacy Statement

This Privacy Statement may be changed to take into account new legal developments.

I confirm that I have read and understood the entire Privacy Statement.

[Name of the Researcher]

.....

Signature of the researcher

# Annex 2: Confidentiality Declaration for the access to the research datasets on bank balance sheets and bank interest rates (iBSI and iMIR)

*Mr / Ms* [*Name of the researcher*] (the 'Researcher')

Affiliated with [Name of scientific research body] (the 'Scientific research body')

herewith declares in relation to a request for access to the Individual Balance Sheet Items (iBSI) and the Individual Bank Interest Rates (iMIR) 'research dataset' (hereinafter the 'data') and any subsequent use of the information contained in the data supplied by the European Central Bank (ECB) that he/she undertakes to abide by the following obligations:

 The Researcher requesting access to the data acknowledges that the data, including any copy or parts thereof are confidential and proprietary to the ECB (and/or to the entities which provide data to the ECB). Notwithstanding the fact that, due to its sensitive nature, the data has been anonymised, they may not be used by any unauthorised persons (whereby an unauthorised person means any third party other than those to whom the ECB has explicitly authorised the Researcher to grant access to the anonymised data).

The Researcher agrees not to divulge the data to any unauthorised persons.

The Researcher agrees not to use the data for any purpose other than for the scientific purposes mentioned in the research proposal submitted in the access request attached to this confidentiality commitment (the 'application') nor in support of measures or decisions concerning any particular individual, economic entity or other undertaking.

The Researcher agrees not to disclose or otherwise employ the data for commercial purposes.

The Researcher agrees not to duplicate, transfer, disclose, publish or otherwise reveal the data to any third party in the absence of express authorization by the ECB.

The Researcher shall refrain from any attempt to de-anonymise the data and shall not combine the data with other databases containing information on individual entities with that aim in mind.

This duty of non-disclosure and data secrecy shall remain in effect even after the research project has been completed.

2. The Agreement shall enter into force once it has been signed and end at DD.MM.YYYY. Any application for an extension shall be made in writing and decided on separately.

The Researcher shall be entitled to terminate the Agreement at any time.

The Researcher as well as the ECB shall have the right to terminate the Agreement without notice if there is good cause. Good cause applies, in particular, if

- a) there is a breach of the rules on access to data,
- b) there is a breach of the notification obligation, or
- c) the legal requirements for access to microdata are no longer met as a result of a change in the factual or legal situation occurring after the Agreement was concluded.

The Researcher's project-related access rights shall expire upon termination of the Agreement. Calculation results generated up to the point of termination may only be used in publications already approved by DAP; further publications shall no longer be reviewed by the DAP. The use of already generated calculation results for other purposes, particularly their use in other publications, shall be prohibited and may result in a penalty and other measures as stipulated in Section 8 of the confidentiality declaration.

3. The Researcher shall mention the source of the data in any publication including, in particular, tables and charts compiled on the basis of the data. The data source shall be cited as: "Source: ECB, <name of the set of microdata used>, <period during which the microdata were used>, own calculations.". In addition, an acknowledgement must be included in the following form: 'This paper uses data from the ECB <name of the set of microdata used>. The results published and the related observations and analysis may not correspond to results or analysis of the data producers.'

The Researcher shall send a copy of their research work based on the data to the ECB by e-mail to: statistics@ecb.europa.eu

- 4. The Researcher understands that any contravention of the abovementioned obligations:
  - a) may be reported by the ECB to the competent authorities,
  - b) may be subject to prosecution under the applicable law and result in civil and/or criminal liability.
- 5. The Researcher assumes full and exclusive responsibility for the use of the data.
- The Researcher shall comply with the criteria for output control of the ECB and the guidelines for researchers of the DAP.
- 7. The Researcher shall comply with any further rules and regulations pertaining to confidentiality, data protection or data security that they have been informed of in writing by the ECB or DAP.
- 8. In the event of a culpable breach by the Researcher of the rules governing access to the data, particularly the
  - a) duty of non-disclosure,
  - b) ban on using microdata for other purposes,
  - c) ban on de-anonymization,
  - d) specifications relating to calculation results, particularly ECB's right of scrutiny with respect to the non-disclosure of individual observation units,
  - e) specifications relating to publication, particularly the ECB's right of scrutiny with respect to the non-disclosure of individual observation units

The ECB shall be entitled to:

- a) deny the Researcher access to data in the DAP for current and future research projects. The duration and scope of the ban shall be determined by the ECB at its discretion according to the degree of culpability, the severity of the breach and the damage caused.
- b) for each breach for which the Researcher is responsible, the ECB may impose a penalty on the Researcher to an amount not exceeding EUR 10 000. Within that limit, the ECB shall determine the amount payable using its equitable discretion taking into account the seriousness of the breach and the damage caused to the ECB. Imposition of this penalty does not prevent the ECB from claiming further damages or taking other legal measures. The Researcher hereby agrees to discharge any penalty within three weeks of the date on which it was imposed.
- Should the ECB and the Researcher be unable to reach agreement on any dispute arising out of this declaration of confidentiality, the matter in dispute shall be referred to the jurisdiction of the competent court in Frankfurt am Main.

10. This declaration shall be governed by and interpreted according to German law.

Agreed: Place and Date [Name of the Researcher] Signature