

CONFIDENTIALITY DECLARATION

Full name*

Title & Position*

Institution*

Professional address*

Country*

Email*

Telephone*

Title and description of
research project*

(the 'Researcher')

herewith declares in relation to a request for access to the Survey on the Access to Finance of Enterprises in the euro area (SAFE) '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:

Instructions: Fields marked with * are compulsory. Please, save the form in Acrobat Reader or equivalent and send it (**unsigned, unscanned**) by email to survey.accesstofinance@ecb.europa.eu. In addition to this, you should print the document, sign the application form and attach the signed and scanned form to the email.

1. The Researcher requesting access to the data acknowledges that the data, including any copy or parts thereof containing information which is based on data collected from enterprises and/or individual-level information derived from the data are confidential and proprietary to the ECB (and, depending on the specific waves, the European Commission). 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 to treat the data with appropriate confidentiality safeguards (including storing confidential information on internal drives protected by password access, on network drives protected by personal access privileges, on external storage devices - such as CD-ROMs or external drives- under lock and key inside the research department/unit; restricting access to the premises where the research takes place to authorised personnel only and locking the premises when unattended) and not to divulge the data to any unauthorised persons.

The Researcher agrees not to use the data for any purpose other than for scientific purposes nor in support of measures or decisions concerning any particular establishment, enterprise, 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 establishments or enterprises with that aim in mind.

2. 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: 'EC/ECB Survey on the access to finance of enterprises. In addition, an acknowledgement must be included in the following form: 'This paper uses data from the EC/ECB Survey on the access to finance of enterprises.

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

3. The Researcher shall implement appropriate technical, organisational and administrative measures (details of which are included in the application) to prevent:
 - (a) any accidental disclosure of the data to any third party, any accidental access to the data by any third party, and any accidental loss or alteration of the data, and
 - (b) any unlawful disclosure of the data to any third party, any unlawful access to the data by any third party, and all other unlawful forms of processing.
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, and
 - (c) will result in an obligation to destroy the data.

5. The Researcher assumes full and exclusive responsibility for the use of the data.
6. The Researcher shall dispose of the data in accordance with the methods set out in paragraph 7 as soon as one of the following conditions is satisfied, whichever is the earliest, (i) the research purpose has been achieved, or (ii) upon the occurrence of an accidental or unlawful disclosure of the data as set out in paragraph 3.
7. The Researcher shall dispose of any paper form of the data only in a manner appropriate for confidential waste (disposal in specific confidential waste containers of the organisation to which the Researcher is affiliated as referred to in the application, or by means of confidential waste shredders), any electronic form of the data by permanent, non-retrievable deletion and any other form of the data (such as on CD-ROM) by returning them to the ECB.
8. This confidentiality commitment shall terminate when the data in their entirety have been disposed of by the researcher in accordance with the methods set out in paragraph 7 above. A change in circumstances such as a change of research department or unit or termination of the affiliation relationship referred to in the application shall not constitute a valid cause for termination of this commitment. Notwithstanding any termination of this commitment, the obligation to keep confidential all information obtained in the course of using the data shall remain valid also after that date.

If the Researcher discloses the data or has not taken appropriate measures to restrict access to the data, for each breach for which the Researcher is responsible, the ECB may impose a penalty on the Researcher to an amount not exceeding 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.

9. 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

Signature