Annex 2 to the NBS Regulation

on access to individual data for scientific purposes

approved by NBS order no.51 from 31.12.2021

Annex no. 2 to the Contract no. \_\_ of \_\_ \_\_\_\_\_\_\_\_\_ 202\_

**Confidentiality undertaking**

**(model)**

**Identification form**

1. **Entity**

|  |  |
| --- | --- |
| Full name of the entity: | Click here to insert text. |
| Short name - acronym: | Click here to insert text. |
| IC (identification code)[[1]](#footnote-1): | Click here to insert text. |
| Postal address (street, town, country): | Click here to insert text. |
| Web address: | Click here to insert text. |
| E-mail: | Click here to insert text. |

1. **representative designated of the research entity**

|  |  |
| --- | --- |
| Name: | Click here to insert text. |
| Function: | Click here to insert text. |
| Phone: | Click here to insert text. |
| E-mail: | Click here to insert text. |
| Postal address (street, town, country): | Click here to insert text. |

1. **Contact**

|  |  |
| --- | --- |
| Name: | Click here to insert text. |
| Department / Faculty: | Click here to insert text. |
| Function: | Click here to insert text. |
| Phone: | Click here to insert text. |
| E-mail: | Click here to insert text. |
| Postal adress: | Click here to insert text. |

**CONFIDENTIALITY UNDERTAKING**

BY THIS,

Name of the entity.

represented by the designated person

Name of the designated representative.

UNDERTAKES to ensure that the entity / researchers within the entity requesting access to individual data for scientific purposes:

1. before granting access, they will send to the National Bureau of Statistics (NBS) a research proposal in accordance with the predefined standards and signed by the contact person, subsequently being evaluated by the NBS;
2. they will not have access to individual data until the research proposal has been declared eligible by the NBS;
3. use the individual data for scientific purposes in accordance with the terms of use attached to this statement, and proceed as follows:
   1. will use the individual data for scientific purposes only for the statistical analyzes specified in the submitted research proposal;
   2. ensure that data is not accessed by unauthorized persons or other parties involved;
   3. will not attempt to identify the individual persons or organizations to whom the data relate and will not disclose, directly or indirectly, this information to any other person or organization.
4. I am aware that they may be subject to disciplinary action in the event of non-compliance with the rules of confidentiality set out in this Declaration or in terms of the use of individual data for scientific purposes attached to this Declaration.

The NBS has the possibility, upon request, to request all the information of the entity, necessary to verify compliance with the attached conditions of use, otherwise access to individual data for scientific purposes will be withdrawn.

By signing this declaration,Name of the designated representative., as a representative of Name of the entity., I have taken note of the following:

* any breach of the terms or conditions of use set out in this document will result in the permanent withdrawal of the service for the entity and / or designated persons;
* Any deliberate attempt to compromise the confidentiality and protection of data relating to natural or legal persons to which individual data relate for scientific purposes shall be sanctioned in accordance with the national law in force.

We will immediately inform the NBS of any breach of the confidentiality rules set out in this statement or in the conditions of use of the individual data for the attached scientific purposes.

Signature:

Signed at (location):Click here to insert text.

Date: Select date

*Annex 1 to the Confidentiality undertaking*

Terms of use of individual data for scientific purposes

**General principles**

Access to individual data for scientific purposes will only be guaranteed if all the conditions in the Regulation concerning access to individual data for scientific purposes are met, in particular:

1. access will be granted only to researchers belonging to a recognized research entity;
2. the duly appointed representative of the research body must sign the privacy statement;
3. access can only be guaranteed if the research proposal submitted by researchers requesting access to individual data for scientific purposes has been approved; each research proposal must be signed by the contact person identified in the privacy statement;
4. all researchers who have requested access to individual data for scientific purposes must sign a declaration of confidentiality.

The duly designated representative of the research entity shall take all regulatory, administrative, technical and organizational measures to ensure that access to individual data for scientific purposes is organized in accordance with the terms of use presented.

**Responsibility**

In case of breach of the conditions regarding access to individual data for scientific purposes, access may be withdrawn from the research entity and / or the researcher. In the event of damage, payment may be made to the research entity and / or the researcher for non-pecuniary and non-pecuniary damage. Including payment for expenses incurred in restoring the infringed right. In all cases, if the actions or inactions allowed by the research entity or by the researcher, lead to the violation of the provisions of this Regulation, including the legal requirements in the field of information with limited accessibility, they bear disciplinary, civil, contravention or criminal liability.

Where existing regulations require a higher level of confidentiality, security and compliance in the context of the processing of individual data, the research entity and / or the researcher shall be responsible for the implementation of these requirements.

In the event of a finding by the research entity or by the researcher that the requirements of this Regulation do not comply with the requirements on information in the field of limited accessibility, the research entity and / or the researcher shall notify the NBS in writing, indicating the facts and as a basis for these circumstances.

Any defect in the interpretation of the requirements of this Regulation shall be in favor of ensuring the confidentiality and compliance of data processing with limited accessibility.

The privacy statement and the terms of use shall not limit the liability of the research entity or researcher for breaches of any requirements set out in this Regulation or in the field of information with limited accessibility.

NBS ensures the correctness of the data provided and will not be liable for any errors or omissions in the data set with which the beneficiary operates, which occurred after the provision or for the consequences arising therefrom. Also, the NBS will not be liable for any effects that the materials provided may have on the software or hardware of the beneficiary's computing devices.

Both the research entity and the researcher shall be responsible for accessing, storing, using and disclosing information that they have become aware of under this Regulation, as well as for the legislation in force on information with limited accessibility.

In case of detection of violations admitted by the research entity and / or by the researcher, the NBS, as the case may be, may inform the entities responsible for the legal regime of the information with limited accessibility concerned.

**Data users**

The data will be made available to the researchers named in the research proposal.

**Keeping data safe**

Individual data for scientific purposes must be stored on a password-protected computer. Access to data must be limited to the licensed researchers mentioned in the research proposal.

Intermediate results of the analysis containing individual data must be stored in a protected environment.

Individual data received for scientific purposes should only be used at the premises of the research entity. In the event of exceptional and long-term closure of research premises due to exceptional situations, access to individual data for scientific purposes may take place from other locations (mainly the researcher's home), subject to the conditions set out in Chapter VIII, point 26.2 (e) of the NBS Regulation on access to individual data for scientific purposes

**Data dissemination**

Researchers must ensure that any published or disseminated research results do not contain information to identify individual statistical units (individuals, households, enterprises, etc.).

In all reports, including published and unpublished papers, researchers must ensure that the conditions set out in Publishing guide of results from the use of scientific files.

No full or partial copy of the data (regardless of the means used) ~~it~~ can~~not~~ be made and no information can leave the headquarters of the research entity.

**Duration of access**

Access to individual data may be granted only for the period specified in the research proposal (duration of the research project, which will also be specified in the contract).

Any extension of access must be requested separately before the scheduled final date of the research project, stated in the research proposal. No compensation can be claimed if such an extension has not been approved.

The NBS may block access to data if the research entity is not assured of full compliance with the conditions and obligations set out in the privacy statement and the terms and conditions of use. In case of non-compliance, the NBS will submit a written request to the research entity to rectify the situation within one month. In the absence of rectification, the termination shall take effect on the date on which the entity receives the registered letter, with acknowledgment of receipt.

**Data destruction**

Upon expiration or completion of the project indicated in the research proposal (or in case of denial of access by the NBS), the principal investigator must destroy the data set and any data or variables derived from it and sign a statement to the effect that all data was destroyed. This statement applies to the original data transmitted by the NBS and to all derived data, except for aggregated and / or analyzed data as presented in the research results / reports.

The research entity is obliged to specify as a source of NBS data in all reports that have been produced using the data. In order to allow for the continuous updating of the centralized list of all beneficiaries of data and their analysis, these references should be sent to the NBS as soon as possible with any necessary qualifications (eg "not to be cited"). In any case, these references must be sent to the individual data access team immediately after the reports have been submitted or published. The research entity will have this obligation even after the completion of the research project or termination of access to data.

Researchers should not continue to use the information provided to them by the NBS after the completion of the research project or the deadline for ceasing access to data. Failure to comply with this requirement may result in legal action in the form of compensation or penalties.

In addition, at the request of the NBS, the research entity shall return or destroy all documents and computerized records relating to the work carried out in connection with the research proposal.

**Mention of data sources**

The researchers cite the source of the data by referring to: "This study / report / paper is based on data from the National Bureau of Statistics, name of the statistical survey / survey, reference year (s)" and the following is added in order to prevent misunderstanding of responsibility when disseminating the results of the work in the research proposal: "Responsibility for all conclusions drawn from the use of the data lies entirely with the author (s)".

**Dispute resolution**

In the event of a dispute or request concerning the processing of individual data for scientific purposes, the research entity shall cooperate with a view to resolving them amicably, in a timely manner.

The research entity must respond to any non-binding proposal for mediation. The research entity should consider participating in any other arbitration, mediation or other open data protection dispute resolution proceedings.

**Note**

Law no. 93/2017 on official statistics provides the basic legal framework for the development, production and dissemination of national statistics. This law provides an additional possibility to grant access to individual data for scientific purposes to research entities in the interest of scientific progress in the Republic of Moldova, having the strict obligation to respect the confidentiality of statistical data.

This statement specifies the conditions for accessing individual data for scientific purposes, the obligations of researchers, as well as the measures for maintaining the confidentiality of statistical data.

This statement must be signed by the designated representative of the research entity.

The designated representative must immediately inform the NBS in the event of changes to the information set out in the privacy statement, after concluding the contract for access to individual data with the NBS.

*The processing of personal data by the NBS is protected according to Law no. 133 of July 8, 2011 on the protection of personal data.*

1. For entities from the Republic of Moldova [↑](#footnote-ref-1)