

## DECLARATION OF COMMITMENT

By submitting a request for TESSy data, I declare that I understand that I am bound by the TESSy data policy<sup>1</sup>.

I am aware that data stored within TESSy are confidential and I will treat them as such. I understand that previously published data in aggregated format are not considered confidential.

I acknowledge that I am obliged not to divulge information acquired as a result of the work done by me or of the group I am member of utilising the TESSy data received.

I shall take all the necessary regulatory, administrative, technical and organisational measures to ensure that the data set is used only for the purposes specified in my application and I shall ensure that the data shall not be linked with other data sets from any source without ECDC's explicit prior written consent.

I am aware that I shall not transfer or make available in any form the data to any person or institution without the prior written consent of ECDC and subject to the same conditions stated herein. The data set may be used only in compliance with the data protection principles in Regulation (EC) 45/2001<sup>2</sup> or equivalent national data protection legislation of the country where the data set will be used, stored or transferred. If there is no equivalent national data protection law, any recipient shall take appropriate measures to ensure an equivalent level of protection as in Regulation (EC) 45/2001. Strict data protection codes of good practice must be in place at all times. No copy of all or part of the data can be made and none of the data may leave the applicant's premises. I undertake to comply with any additional security requirements communicated to me by ECDC in writing at any stage of the project.

I acknowledge that I shall destroy any data, including but not limited to any copy of documents, the data set provided and all data files which have been derived from this data set or which are the result of the link of this data set with data sets from other sources, after conclusion of the analysis for which the data has been requested, and that I shall notify ECDC thereof by submitting a Declaration on Data Destruction as Annex III of this form.

I shall ensure that the data set is not distributed to parties not subject to confidentiality obligations and that this declaration is signed by all members of the project team. When working with contractors, I will include in the relevant contracts appropriate contractual provisions to ensure that the data is used by the contractor in line with this "Declaration of commitment" and that the use is strictly limited to the purpose of the contract.

I acknowledge my duty to consider whether a breach of confidentiality is likely due to a low cell count and to make no use of the identity of any person discovered inadvertently.

I acknowledge the ECDC Disclaimer identified as Annex I of this form.

I acknowledge that I am bound by the Conditions for Publishing as set out on Annex II of this form note.

I acknowledge that I remain bound by these obligations even after termination of the research. Failure to comply with any of these terms shall be subject to legal action. I shall accept responsibility for any property damage, injury, or any other harm caused by acts or omissions arising under the provision of TESSy data by ECDC to the fullest extent permitted by law.

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<sup>1</sup> The TESSy data policy is available on ECDC's website.

<sup>2</sup> Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

*Name of applicant*

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*Place and date*

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*Signature*

Annex I. [ECDC data disclaimer](#)

Annex II. [Conditions for publishing](#)

Annex III. [Declaration on data destruction](#)

## ANNEX 1. ECDC DATA DISCLAIMER

The data and information in the data set provided here are intended for use by persons possessing technical skill and knowledge in epidemiology, surveillance and data management.

While the data is provided in good faith and to the best of ECDC's knowledge, ECDC does not commit to it being updated. Neither ECDC nor any of its employees makes any warranty, express or implied, including warranties of fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information provided (either isolated or in the aggregate), or represents that its use would not infringe privately owned rights.

While every effort is made to ensure the data quality, the data is provided "as is". The burden of fitness of the data lies completely with the user. The accuracy of any user's statistical analysis and any reported findings are not the responsibility of ECDC. Nothing arising from the data should be taken to constitute ECDC's professional advice or a formal recommendation. ECDC is not responsible for data management after extraction and transmission to the recipient.

ECDC does not warrant that the files, the servers and the databases used for data storage, extraction, management and transmission are free of errors, viruses or bugs, and the recipient accepts that it is the recipient's responsibility to make adequate provision for protection against such threats.

In order to use the TESSy extracted data sets provided, any user shall refrain from distributing or selling the data sets to any other individual, institution, or organisation without the written consent of ECDC.

In no event shall ECDC be liable for any incidental, indirect, consequential or special damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of profit, loss of contracts, goodwill, or business relationships, arising out of or in connection with the use of the data.

Some of the data may be protected by copyright law and may be copyright of ECDC or the Member States. In this case the recipient of data covered by intellectual property rights is not permitted to reproduce, change, remove, pass on, distribute or disseminate the data or make it available to third parties without the express written permission of ECDC. Any property rights or intellectual property rights are in no way transferable to persons or legal persons recipient of the data.

## ANNEX 2. CONDITIONS FOR PUBLISHING NOTE

### ***Permission to publish and reproduce TESSy data***

#### *Data already published by ECDC*

Except where otherwise stated, downloading and reproduction of published (in paper or electronically) ECDC data for personal use or for further non-commercial or commercial dissemination are authorised provided appropriate acknowledgement is given to ECDC as the source. This general permission for already published data does not extend to any third-party copyrighted material identifiable as such.

#### *Non published data*

Non published data obtained through direct access or upon specific request for TESSy data for research purposes may not be published/reproduced/made public without ECDC's and, unless not applicable, Member States' approval obtained through ECDC.

In order to grant approval for the publication, ECDC will require a copy of the manuscript/publication for comments by ECDC and/or the Member States prior to the actual publication.

### ***Conditions for publishing***

- Any publication arising from the data set provided should credit ECDC in the relevant parts of the publication with the following citation: "Data from The European Surveillance System – TESSy, provided by [*list of participating countries*]\* and released by ECDC".
- When data provided are modified by the user, this shall be explicitly stated at a suitably prominent place in the work.
- Under no circumstances will the publication of case-based data sets be allowed.
- In all publications arising from the data set provided, unless ECDC is part of the authorship, the disclaimer described below should be included (suitably translated into the language of the publication):

"The views and opinions of the authors expressed herein do not necessarily state or reflect those of ECDC. The accuracy of the authors' statistical analysis and the findings they report are not the responsibility of ECDC. ECDC is not responsible for conclusions or opinions drawn from the data provided. ECDC is not responsible for the correctness of the data and for data management, data merging and data collation after provision of the data. ECDC shall not be held liable for improper or incorrect use of the data".

- Any publication arising from data obtained from TESSy should be also made available in copy to ECDC after publication.

\* Author will list here all countries whose data from TESSy were used to create the publication.

### ANNEX 3. DECLARATION ON DATA DESTRUCTION

I, **First name and surname**, hereby declare I have destroyed - under the terms and as requested in the “Declaration of commitment” signed the **Day – Month - Year** - all TESSy data received in the TESSy data set **Disease, Date of the release, Name of the file**.

Signed, **Location**,

**Date**,

Signature:

## Note to Applicants

Please be sure to have studied ECDC's requirements for access to TESSy data, which you can find here: <http://ecdc.europa.eu/en/activities/surveillance/Pages/data-access.aspx>

Please send the completed and signed form both by email to [data.access@ecdc.europa.eu](mailto:data.access@ecdc.europa.eu) and by post to:

DATA ACCESS REQUEST  
European Centre for Disease Prevention and Control (ECDC)  
Granits väg 8  
171 65 Solna  
Sweden

Data access rights cannot be granted before the original signed form is received. However, to avoid delays to you, we will start work on your application as soon as the email form is received.

## Privacy

To learn more about how any personal data provided in this form will be treated by ECDC, please check the Specific Privacy Statement on the ECDC TESSy Data Access webpage: <http://ecdc.europa.eu/en/activities/surveillance/Pages/data-access.aspx>