

# **FIRMBACKBONE** User Terms

Utrecht University (hereafter: UU) has the legal and ethical obligation to handle (confidential) data with the upmost care. As a user of FIRMBACKBONE, you must play an important role in this.

These User Terms have the following objectives:

- 1) describe the usage rules of good and safe handling of data
- 2) convey the copyright and privacy restrictions

The following data will be logged upon usage:

- 1) Your SURF-id [or some other identifier]
- 2) Your name and surname
- 3) Data usage
- 4) Selection of datasets
- 5) (optional) Upload request for machine learning algorithms

## 1. General

- 1.1 I shall read and comply with all UU and FIRMBACKBONE policies related to the security and privacy of information resources.
- 1.2 Access to the FIRMBACKBONE datasets requires me to use the Secure ANalysis Environment (SANE). User terms of SURF and SANE apply in addition to these User Terms.
- 1.3 I will use the FIRMBACKBONE data only for scholarly, research or educational purposes. In no eventuality I will use the data for commercial purposes.
- 1.4 I agree that the UU can forward aggregated information (i.e., affiliation, field of study) to our Data Partners. An overview can be found at: <u>https://firmbackbone.nl/partners/</u>.

## 2. Usage rules and confidentiality

2.1 In the performance of my research, I may gain access to sensitive or confidential information and records that may be protected from disclosure by law (i.e. GDPR) (hereafter: Protected Information). Examples include manuscripts and research data (e.g., recordings and transcripts of interviews and collected or coded data) and any other information, which are not publicly accessible in the same form. Under GDPR regulation, data which is publicly available but altered or linked with other information can also be considered confidential.

I understand that unauthorized disclosure of such Protected Information can adversely impact the UU, individual persons, or affiliated organizations.

- 2.2 I shall treat ALL information accessible to me in the performance of my research as Protected Information, regardless of its format (e.g., electronic, paper, oral), unless and until advised otherwise by the FIRMBACKBONE data board.
- 2.3 I shall use Protected Information for the sole purpose of performing my research. I shall not disclose Protected Information to ANYONE without prior authorization from the FIRMBACKBONE data board.
- 2.4 I will not download parts or entire datasets of FIRMBACKBONE. Instead, I will only export calculations and analyses conducted within the SANE environment. Notwithstanding, these outcomes should not show any information that makes identification of individuals or firms possible. Each statistic is based on at least 10 observations.



- 2.5 I shall not permit myself or any other person to copy or reproduce Protected Information other than what is required to accomplish the research goals described in my request form.
- 2.6 I will follow strict rules of confidentiality and will not try to ascertain the identity of a person or firm.

## 3. Information security

- 3.1 I am aware that information security starts with me.
- 3.2 I prevent incorrect or unauthorized use of the data by not sharing my personal login information.
- 3.3 I will not redistribute or share the data with others, including individuals in my research group, unless they have independently applied and been granted access to this data.
- 3.4 In case of an (potential) incident relating to the data available in the FIRMBACKBONE Environment, I will promptly report via e-mail to <u>firmbackbone@uu.nl</u>. Incidents shall in any case include (a suspicion of):
  - a. Loss or theft of login details;
  - b. Loss or theft of ICT facilities, such as a computer, telephone or USB drive;
  - c. Unauthorized access to ICT facilities, such as a computer, telephone or USB drive;
  - d. Unauthorized or unintentional corruption, publication or amendment of or unintentional access to the data;
  - e. The presence of harmful software, including a virus, Trojan, spyware, malware; or
  - f. A phishing attack.

## 4. Publication

- 4.1 I will acknowledge and correctly cite original authors of the datasets I use in my work. These can be found in the meta-data of each used dataset.
- 4.2 Specifically, I will acknowledge its usage and derived data in any publicly available document as follows. I will refer to FIRMBACKBONE and the DOI(s) related to the specific dataset(s) that is/are used.

## 5. Finite access duration and destruction of data

- 5.1 By agreeing to these User Terms, I also agree to the limited access period.
- 5.2 I shall remove from my ICT facilities any Protected Information at the end of the access period.
- 5.3 I agree that FIRMBACKBONE can keep analysis scripts for up to two years to help trace potential data issues.
- 5.4 I agree that after access to the SANE instance is revoked. I will make sure to export all relevant scripts and other work I wish to keep for posterity before the end of the SANE access period.

## I hereby declare that:

1. I will use the data according to these rules and obligations. When I am in doubt or when I have a question, I will contact FIRMBACKBONE via mail to <u>firmbackbone@uu.nl</u>.

End date access period:

Name:

Date:

Signature: