

CONTRACT FOR REMOTE EXECUTION

Which has been concluded between the Hungarian Central Statistical Office (1024 Budapest, Keleti Károly utca 5-7. Hungary) (hereinafter referred to as: HCSO), and (Name of research institution, address, company registration number, tax number, bank account number), represented by: (name, position), (hereinafter referred to as: Institution) on this day under the following terms.

1. Within the frame of this contract, the HCSO provides the Institution remote execution for the following data:
 - a)
 - b)
2. The Institution intends to have the data specified under point 1. linked by the HCSO with the following external dataset(s) (in case the Researcher asks for this on the data request form for remote execution):
 - a)
 - b)
3. The Institution requests the remote execution for the following research purpose:

Title and purpose of the research:
4. Deadline for the transfer of the checked output produced in the remote execution to the Institution:
5. As a fee of the services specified under points 1 and 2., the Institution shall pay an amount of Ft+VAT (..... Ft) to the HCSO. The fee for the output checking of the research outputs produced in remote execution is Ft+VAT (.....Ft) per occasion, which shall be invoiced after the transmission of the checked research output.
6. The fee specified under point 5. shall be transferred to the account of the HCSO at the Hungarian Treasury (Nr. 10032000-01456363-00000000) upon the invoice of the HCSO within 30 days of the receipt of that invoice. In case of belated payment, the HCSO has the right to demand interest in accordance with the rules of the Hungarian Civil Code.
7. The Institution acknowledges that the HCSO applies statistical disclosure control measures on the research outputs produced in remote execution.
8. After the research outputs have been checked and approved for statistical disclosure, they are being transferred to the Institution via e-mail or other electronic media.
9. The Institution shall take all necessary administrative, logical and physical measures in order to ensure that the data specified under points 1 and 2. provided by the HCSO are

used exclusively for the scientific purpose indicated under point 3. and the data request form for remote execution and that the data may not be accessed by unauthorized third persons.

10. Apart from the above, with regard to the data files specified under points 1 and 2., the Institution is liable for not attempting by any means whatsoever to identify the statistical units in the data file or to disclose any information related to them. This responsibility on behalf of the Institution stays in effect after cessation of the contract.

11. The Institution shall indicate the name of the HCSO as a source on any work, publication, scientific paper that is based on the research outputs produced in remote execution, in addition these should contain the following non-liability clause which states that the HCSO shall not be held liable for any outputs nor for the conclusions that may be drawn based on them:

“The present document has been produced using the (name of the data file) the data files of the Hungarian Central Statistical Office. The calculations and the conclusions within the document are the intellectual product of (name of the author) as author.”

12. The Institution shall – prior to publication – provide the HCSO with a copy of any publication, work, scientific paper based on the research outputs produced in remote execution. In case the Institution fails to comply with this obligation, the HCSO has the right during the next researcher accreditation procedure to refuse access to data until this deficiency has been completed.

13. The Institution acknowledges that

- a) the data file specified under point 1. is provided by the HCSO „as is“ and the HCSO excludes in the legally widest possible way any liability for its fitness for the given purpose;
- b) the research outputs produced during the research and having been checked for disclosure and transferred to the Institution may only be used for the research purpose indicated under point 3;
- c) the HCSO does not carry any liability (neither expressed nor implied) for the quality, accuracy, reliability of the research outputs, these are to be produced at the sole risk and consideration of the Institution;
- d) based on the above, the HCSO shall in no event be liable for any direct, indirect, incidental, material, non-material damages, including but not limited to loss of profit, or reputation caused by the use of the data files specified under point 1. and with special regard to the research outputs.

14. The Institution shall be liable for all material and non-material damage on the side of the HCSO or the statistical units of the data file specified under point 1. resulting from the violation of the terms of this contract.

15. In addition to the above terms, during publication of the research outputs, the Institution and the researcher shall adhere to the rules set in the Act. No. XLVI of 1993. on Statistics as well as the Act No. CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information and the rules on remote execution. In case of violation any of the above rules, the HCSO has the right to terminate the contract with immediate effect and to take the necessary steps for holding the violating party liable.
16. The Institution shall sign the confidentiality commitment that forms an integral part of this contract.
17. During the fulfilment of the terms of this contract, the contact persons of HCSO shall be the following:

on behalf of the HCSO:

professional contact person:
18. The HCSO has the right to terminate all existing contracts with the Institution and refuse all data requests for microdata or access in a safe environment for a period of 5 years in case the Institution or the Researcher fail to comply with the terms set forth in this contract and has also the right to refuse access to safe environment for all researchers of the Institution for a period of 5 years.
19. The contracting Parties acknowledge that the organisations entitled to by law – such as the Hungarian State Audit Office and the Governmental Audit Office – have a right to check the contract. With regard to these audits, information may not be refused referring to it being a business secret.
20. For any issues not addressed in this contract, the rules and terms of the Act. No. XLVI of 1993. on Statistics as well as the Act No. CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information shall be applicable.
21. For any cases of legal dispute, the contracting Parties agree on the jurisdiction of the Central District Court of Buda.
22. The Annexes form an integral part of this contract.

Place, date of signature

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Representative of the HCSO

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Representative of the Institution