

**CONTRACT
FOR ACCESS TO ANONYMISED MICRODATA SETS**

Which has been concluded between the **Hungarian Central Statistical Office** (1024 Budapest, Keleti Károly Str. 5-7. Hungary; represented by:.....) (hereinafter referred to as: **HCSO**),

and

..... (Name of research institution, address, company registration number, tax number, bank account number), represented by:, (hereinafter referred to as: **Institution**) on this day under the following terms.

1. The HCSO provides access to the Institution for the following anonymised microdata set(s):
 - a)
Format of transferring the anonymised microdata set(s):

Format of the files:

Deadline:
2. Access to the anonymised microdata set(s) is free of charge / For the access to the anonymised microdata set(s) specified under point 1., the Institution shall pay a fee of Ft+VAT in gross to the HCSO
3. The fee shall be transferred to the account of the HCSO at the Hungarian Treasury (Nr. **10032000-01456363-00000000**) within 30 days upon having received the invoice. In case of belated payment, the HCSO has the right to demand interest in accordance with the rules of the European Commission Financial Regulation (applicable to the general budget of the Union July 2018) [Art. 99. (2)].
4. The HCSO issues the invoice upon the written acknowledgment of performance by the Institution. In case the HCSO does not receive such an acknowledgement within 5 days after the Institution has received the data and the Institution has not issued a complaint with regard to the performance of the tasks of the HCSO, the HCSO is entitled to issue the invoice.
5. The Institution may use the anonymised microdata set(s) solely for the following scientific purpose:

6. The Institution acknowledges that it may only use the anonymised microdata set(s) solely for the purpose indicated under point 5. and only for the period indicated in the data request form for access to anonymised microdata set(s) that is forming an integral part of this contract. After the termination of this period, the Institution shall destroy the anonymised microdata set(s) as well as delete all its existing copies from its IT or other systems. The Institution informs in written form the HCSO without delay of the destruction of the data file and its copies.
7. The Institution acknowledges that only the researchers indicated on the data request form for access to anonymised microdata set(s) may have access to the anonymized microdata set(s). Any other persons may only have access to the data file with the prior written consent of the HCSO and after the necessary amendment of the data request form for anonymised microdata set(s).
8. The Institution commits itself to store the anonymised microdata set(s) in a closed environment ensuring that only the entitled persons may have access to it. In case the Institution uploads the anonymised microdata set(s) into its own IT system, it shall ensure that it is protected by IT security measures, and that access to the anonymised microdata set(s) is logged and access is allowed for the entitled persons only.
9. The rules set forth under point 8. apply also to the handling of intermediary results and final research outputs produced by using the anonymised microdata set(s).
10. In order to support the work of the Researcher the HCSO provides the following additional information for the Researcher from the 10th working day following signature of the contract:
 - a) Methodological guides, information on the data collections (including the names of the variables);
 - b) The labels of the variables in a separate file or built into the data file;
 - c) The description of classifications, nomenclatures that are used in files (in effect at the given time and at the reference time of the data)
11. The Institution ensures that the Researcher having access to the anonymised microdata set(s) do not attempt in whatsoever form to directly or indirectly identify the statistical unit in the data file nor to disclose any information related to them.
12. The Institution is liable that the research results produced and in any way published based on the anonymised microdata set(s) do not contain information that allows for the identification of the statistical units or the disclosure of information related to them.
13. The Institution commits itself to indicate the Hungarian Central Statistical Office as source upon each publication based on the anonymised microdata set(s) according to the following:

“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 sole intellectual product of (name of the author) as author.”

14. The Institution acknowledges that
 - a) the anonymised microdata set 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 HCSO does not carry any liability (neither expressed nor implied) for the accuracy, reliability and content of the calculations based on the anonymised microdata set(s) or the conclusions drawn from it, these are to be produced at the sole risk and consideration of the Institution;
 - c) the HCSO is not responsible for any consequence, disturbance, errors, or loss of data incurred in the computer system any other electronic, or IT tool of the Institution caused by the anonymised microdata set(s);
 - 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 anonymised microdata set(s), such as the errors of deficiencies of the calculations made, conclusion drawn from it.

15. The Institution shall be liable for all material and non-material damage on the side of the HCSO or the statistical units of the anonymised microdata set(s) resulting from the violation of the terms of this contract. The liability of the Institution and the Researcher who have access to the anonymised microdata set(s) shall be joint and several.

16. The contracting Parties acknowledge that the organisations entitled to by law – such as the Hungarian State Audit Office and the Governmental Control 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.

17. During the fulfilment of the terms of this contract, the contact persons shall be the following:

on behalf of the HCSO:

professional contact person of HCSO:

on part of the Institution:

The contracting Parties shall ensure that their designated contact persons – as stakeholders – are adequately informed that the personal data specified in point 17. of this contract is processed by the other Party in accordance with the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection

of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as: GDPR Regulation). Data processing is necessary to enforce the legitimate interests – for the purpose of implementing this contract and maintaining contact – of the data controller, data processing is based on Article 6 (1) f) of the GDPR Regulation.

The contracting Parties acknowledge that the person designated as a contact person may request the rectification of his / her personal data in accordance with Articles 16 and 18 of the GDPR Regulation, and may object to the processing of their personal data under the terms of Article 21 of the GDPR Regulation. The management of mandatory given personal data begins with the preparation of the contract and lasts until the data is deleted. The deletion may occur if in accordance the relevant European Union and national laws the obligation to keep records in relation to this contract is terminated.

18. The Institution and the Researcher indicated on the data request form for access to anonymised microdata set(s) shall sign the confidentiality commitment that forms an integral part of this contract.
19. The HCSO has the right to terminate all existing contracts with the Institution and refuse 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.
20. For any issues not addressed in this contract, the rules and terms of the Act. No. CLV of 2016 on official statistics as well as the Act No. CXII of 2011 on the right of informational self-determination and the freedom of information shall be applicable.
21. This contract enters into force on the date of signature and – with the following exceptions – it expires with its fulfilment.
22. The obligation set forth under points 6-14. of the contract stay in effect even after termination of the contract.
23. For any cases of legal dispute, the contracting Parties agree on the jurisdiction of the Central District Court of Buda.

Place, date of signature

.....
Representative of the HCSO

.....
Representative of the Institution