CONTRACT

FOR REMOTE ACCESS

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 access to the following data:

   a)

2. The Institution intends to link or make linkable the data specified under point 1. with the following external dataset (s) (in case the Researcher asks for this on the data request form for remote access):

   a)

3. Title and purpose of the research:

4. Duration of remote access (start, finish dates, year/month/day):

5. The HCSO preserves the data specified under points 1 and 2. unchanged for a definite term of … years and upon request by the Institution provides access to it, according to the rules of remote access. The fee for such preservation is included in the fee specified under point 6.

6. Access to data under this contract is free of charge / 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 the remote access point shall pay per occasion and calculate as set out in the Annex, that forms an integral part of this contract. The fee for the output checking shall be invoiced after the transmission of the checked research output.

7. The fee specified under point 6. 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.

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8. Only researcher(s) (hereinafter referred to as: Researcher(s)) indicated on the data request form for remote access – which forms an integral part of this contract – shall have access to the data specified under points 1 and 2. Any other person may only access the data with the prior written approval of the HCSO and upon amending this contract and the data request form for remote access.

9. The Institution acknowledges that remote access may take place under the same circumstances as Safe Centre access, and as such the remote access point shall be considered as a safe, CCTV observed environment created within the premises of the HCSO operating separately from the systems of the HCSO, where it shall not be allowed to:

   a) Print documents. The remote access point is not equipped with physical printers, printing on the premises of the remote access point is not possible.

   b) Copy data to external data storage.

   c) Copy the data used for research onto the hard drive of the local client PC. The Researcher may only save the results and working documents at the designated storage place.

   d) Connect any instrument to the client PC. The connections of the client PC may not be used as a result of IT security measures.

   e) Enter the remote access point with a laptop, phone or any other instrument capable of mobile communication and recording. Before entering the remote access point, the Researcher shall store for the duration of the research the laptop, phone, other instruments capable of mobile communication and recording pictures, sound, or video in a storage place outside the access point, which may be closed by key.

   f) Use of internet and email. The local client PCs available at the remote access point are operating in an environment that is separated from the internet as well as the internal systems of the HCSO, therefore the use of internet and its services is forbidden within the access point.

   g) Take notes prepared in a non-electronic form from the remote access environment. Notes related to the research may only be taken electronically and saved in the storage place designated to the Researcher.

   h) Change the system settings. The system settings of the client PCs available at the access point shall not be changed.

10. The Researcher my only perform calculations and analyses on client PCs available at the remote access point. The results of the research may only be stored on the devices of the HCSO.

11. The Researcher may use the remote access points during official visiting hours.

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12. While staying within the premises of the HCSO, the Researcher shall comply with the rules entrance control and property and fire safety. In accordance with this, the Researcher may only enter the premises of the HCSO in possession of a designated guest entry card. In relation to the application for a guest entry card, the HCSO has the right to record and store the personal data of the Researcher, such as the name of the Researcher and the number of the photo ID card for the duration of the research. For the duration of the research, the Researcher shall store his/her personal belongings, such as laptop, phone, other instruments capable of mobile communication and recording pictures, sound, or video in a storage place outside the remote access point, which may be closed by key.

13. In order to support the work of the researchers – apart from the data files specified under points 1 and 2. as well as the related metadata – the HCSO provides the following additional information for the Researcher:
In printed form:

   a) Guideline for researchers;

   b) Methodological guides, information on the data collections, questionnaires (including the names of the variables);

   c) HCSO publications of the related topic;

   d) List of variables in the files, indicating the exact name, measure, number of the question on the questionnaire to which the variable contains the answer;

   e) The description of classifications, nomenclatures that are used in the files (in effect at the given time and at the reference time of the data)

   Electronically:

   a) The labels of the variables in a separate file or built into the data file;

   b) Nomenclatures.

14. The Institution acknowledges that the research outputs produced within the remote access environment are thoroughly checked by the HCSO for ensuring statistical disclosure control. The output checking is carried out within 7 working days. In case the Researcher hands over multiple research output for output checking or if the output checking is not possible within 7 working days due to the complexity of the research outptus, the HCSO shall inform the Researcher in advance. The output checking relates only to statistical disclosure, the Researcher is solely responsible for eventual mistakes or issues of quality with the research outputs.

15. The research outputs that have been checked and approved for statistical disclosure are handed over to the Researcher via e-mail or other electronic media.

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16. The Institution and the Researcher as well 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 access. The Institution and the Researcher share a joint and several liability for the adherence to these rules.

17. Apart from the above, with regard to the data files specified under points 1 and 2., the Institution and the Researcher share a joint and several liability for not attempting in any way whatsoever to identify the statistical unit sin the data file or to disclose any information related to them, and that the research outputs produced in the remote access environment that have been provided to the Researcher after having been checked for disclosure do not allow for the identification of the statistical unit or the disclosure of information related to them. This responsibility on behalf of the Institution and the Researcher stays in effect after cessation of the contract.

18. The Researcher 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 the remote access environment, in addition these should contain the following non-liabilty 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."

19. The Institution shall – prior to publication – provide the HCSO with a copy of any publication, work, scientific paper based on the research outputs produced from the data files accessed in the remote access environment. In case the Institutions 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.

20. 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 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 Researcher;

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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.

21. 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. The liability of the Institution and the Researcher who have access to the data file specified under point 1. shall be joint and several.

22. 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. CLV of 2016. 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 access to data in remote access environment. 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.

23. The Institution and the Researcher who have access to the data files specified under points 1 and 2. shall sign the confidentiality commitment that forms an integral part of this contract.

24. 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:

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 22. 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

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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.

25. 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.

26. 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.

27. For any issues not addressed in this contract, the rules and terms of the Act. No. CLV of 2016. 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.

28. For any cases of legal dispute, the contracting Parties agree on the jurisdiction of the Central District Court of Buda.

29. The Annexes form an integral part of this contract.

Place, date of signature

…………………………………………   ……………………………………………
  Representative of the HCSO   Representative of the Institution

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1. Annex: Output checking

Same type of research results			
Output type	**Description**	**Part of research results**	**Time required (days)**
1. type	diagrams, graphs	max. 25 diagrams	¼ day
2. type	statistical models, results	max. 50 results	¼ day
3. type	mean, standard deviation and one dimensional tables	max. 25 tables	¼ day
Mixed type of research results			
Types of output measurement	**Part of research results**	**Size of the output**	**Time required (days)**
4. type	max. 5 files	max. 1 MB	¼ day
5. type	max.10 files	max. 3 MB	½ day
6. type	max. 25 files	max. 5 MB	$^2/_3$ day
7. type	max. 50 files	max. 8 MB	1 day
8. type	max 100 files	max. 10 MB	2 days
9. type	101 files or more**	-	depends on the amount of the outputs

Cost of 1 day: 60.000 Ft (HUF)