

## CONTRACT

### FOR REMOTE EXECUTION SERVICE

A contract is concluded on this day between:

The **Hungarian Central Statistical Office** (address: H-1024 Budapest, Keleti Károly utca 5–7.; tax ID number: 153027242-41; account number: Magyar Államkincstár, 10032000-01456363-00000000; represented by.....; hereinafter referred to as: **HCSO** and

..... (address: .....; tax ID number/company registration number: .....; hereinafter referred to as: **Data Requestor** under the following terms.

1. Within the frame of this contract, the HCSO provides the Data Requestor remote execution service in regard to the following dataset(s) managed by the HCSO:

a)  
2. The Data requestor would like to connect below external datasets with the datasets enlisted in Clause 1 (in case the Researcher requests this on the Remote execution Statement of Claim)

a)  
b)

3. The free of charge web hosting space offered during the research is 100 GB. For needs in excess of the free of charge space HCSO charges a fee – based on a Special Agreement concluded between the parties.

4. Within the framework of present contract, the HCSO keeps the input and output work files from the Safe Centre interface for 5 years, starting - in accordance with Clause 6 - with the date of conclusion of the research and

if required– according to a Special Agreement concluded between the parties -, provides access to these.

5. The Data Requestor is soliciting the remote execution service for below research purpose:

Title and scope of the research:

6. Based on the remote execution service the deadline of handing over the verified result(s) to the Data Requestor is:

7. The Data Requestor shall pay a specialist fee for the services specified under Clauses 1 and 2, in the amount of ..... HUF+VAT to the HCSO, this specialist fee is going to be invoiced after the result has been verified from data protection point of view and handed over to the Data Requestor.

8. The fee specified under Clause 7 shall be transferred, based on the issued invoice, to the account # 10032000-01456363-000000000 of the HCSO at the Hungarian Treasury within 30 days upon having received the invoice. In case of belated payment, the HCSO has the right to demand interest for default in accordance with the Civil Code.

9. The Data Requestor acknowledges that the HCSO applies statistical disclosure control measures on the research outputs produced in remote execution.

10. After the research outputs have been verified and approved for statistical disclosure, they are being transferred to the Data Requestor via e-mail or other electronic media.

11. The Data Requestor shall take all necessary administrative, logical and physical measures in order to ensure that the data specified under Clause 1 and 2, provided by the HCSO, are used exclusively for the scientific purpose indicated in the Remote Execution Statement of Claim and under Clause 5 and the data may not be accessed by unauthorized third persons.

12. Apart from the above, with regard to the data files specified under Clause 1 and 2, the Data Requestor 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 Data Requestor stays in effect even after cessation of the contract.

13. The Data Requestor 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(s)) data file(s) of the Hungarian Central Statistical Office. The calculations and the conclusions within the document are exclusively the intellectual product of ..... (name of the author) as author.”*

14. The Data Requestor shall – prior to publication – provide the HCSO with a copy of any publication, work, scientific paper based on the research outputs produced, based on present contract, in remote execution. In case the Data Requestor 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.

15. The Data Requestor acknowledges that

- a) the data file specified under Clause 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 Data Requestor may only be used for the research purpose indicated under Clause 5;
- 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 Data Requestor;
- 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 Clause 1. and with special regard to the research outputs.

16. The Data Requestor 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 Clause 1 resulting from the violation of the terms of this contract.

17. In addition to above terms, during publication of the research outputs, the Data Requestor 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 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.

18. The Data Requestor shall sign the confidentiality commitment that forms an integral part of this contract.

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

on behalf of the HCSO:

name.....

email.....

professional contact person:

name.....

email.....

on part of the Data Requestor:

name.....

email.....

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 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.

20. The HCSO has the right to terminate all existing contracts with the Data Requestor and refuse all data requests for microdata or access in a safe environment for a period of 5 years in case the Data Requestor 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 Data Requestor for a period of 5 years.

21. 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.

22. 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.

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

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

.....  
Representative of the HCSO

.....  
Representative of the Institution

## 1. Annex: Output checking

The subsequent data protection verification of research results based on microdata files prepared for research and researchable free of charge from the HCSO website is free of charge.

In case of research data files compiled based on individual demand, however, an expert fee is charged on the occasion of the subsequent data protection verification of research results in the sum of 120 000 HUF/person/day + VAT.

The calculation of the fee, based on research output types is as shown below:

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: 120.000 Ft (HUF)**

\* in justified cases output size may differ

\*\*crucial results for carrying out the research project, supported by professional considerations

**General** clauses regarding research result files:

- In case of table data (see definition in Researcher guide page 20) output may be handed in only in .xlsx, .dta formats;
- in case of .dta extension 1 file 1 table;
- in case of Excel extension one table corresponds to one file (see specifications at detailed type descriptions);
- in case of producing statistical model results 1 file may contain maximum 50 model results;
- in case of producing figures 1 file equals 1 figure;
- output cannot contain compressed folders of files (.zip, .7z, .rar etc.)
- program codes producing research results do not increase the number of research results

**Detailed/ special** clauses regarding certain research result files:

type 4:

- Research results originate from one kind of HCSO microdata file (e.g. Labour survey of 2010, 2011, 2012).
- In case of produced tables, files may contain a total of max. 3000 cells to be examined.
- example for type 4: 3 items of 100x10 tables, 1 item of estimation result, 1 item figure.
- Output content, renaming of variables, creation of variables is easy to overview, thoroughly documented.

types 5, 6, 7, 8, 9:

- In case of produced tables, files may not contain more values than 12 000 cells to be examined, if it still does, it will result in the increase in the file item number size (e.g. 1 file contains 144 000 cells to be examined, this is equal to 12 file items).
- logfile (.txt, log, .smcl, .xlsx, .docx) size must be max. 15 000 lines, cannot contain tables; one program may contain one logfile.