

CONTRACT TEMPLATE

**CONTRACT ON ACCESS TO CONFIDENTIAL DATA  
FOR RESEARCH PURPOSES**

**CONTRACT N° .....**

The **HELLENIC STATISTICAL AUTHORITY (ELSTAT)**, (Registered office: 46, Pireos & Eponiton str., VAT Registration Number 090401013, 1st Tax Office of Piraeus), hereinafter referred to, for the sake of brevity, as **“the Authority”**, legally represented here by its President

and *(fill in (a) or (b) as appropriate)*

(a)

.....

*(Indicate: official name, full address, VAT registration number and competent Tax Office of the legal entity)*

hereinafter referred to, for the sake of brevity, as **“the research entity”**

legally represented here, according to his/her declaration, by

.....

*(Indicate: full name, father’s name and position of the person binding the legal entity)*

(b)

.....

*(Indicate: full name, father’s name, title/position, full address, VAT registration number and competent Tax Office in the case of a researcher conducting a scientific research for himself / herself)*

hereinafter referred to as **“the researcher”**

**Having regard to the:**

1. Provisions of Articles 40, 41 and 42 of the Presidential Decree 496/1974 (Government Gazette 204/19.7.1974, issue A).
2. Law No 3832/2010 (Government Gazette 38/9.3.2010, issue A), as amended and in force.

3. Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation).
4. Regulation on the Statistical Obligations of the Agencies of the Hellenic Statistical System (Government Gazette 4083/20.12.2016, issue B).
5. Regulation on the Operation and Administration of ELSTAT (Government Gazette 2390/28.8.2012, issue B),

hereby have agreed and mutually accepted the following:

### **BACKGROUND**

The research entity / researcher, which/who is going to conduct a scientific research on .....  
 .....  
 has submitted to the Authority (reference number ..... ) an access request dated..... concerning access to confidential data<sup>1</sup>, accompanied by a detailed research proposal.

The Authority considers that the aforementioned research proposal of the research entity / researcher indicates in sufficient detail: **a)** the legitimate purpose of the research, **b)** the entity which is to conduct the research or which has submitted the access request (in the case of a legal entity), **c)** the title/position of the researcher, **d)** the authorized persons by the research entity / researcher who will have access to the data in the framework of the conduct of the research, **e)** the way and means to be used for acquiring access to the data, **f)** the intended results of the research to be published and **g)** the necessary time for the conduct of the research.

### **SUBJECT AND SCOPE OF THE CONTRACT**

1. This contract pertains to the assignment to the authorized persons by the research entity / the researcher and the authorized persons by him/her (*to be deleted as appropriate*) of the right to have access to confidential survey data<sup>2</sup>, hereinafter referred to as “data”, in order to conduct the scientific research of the research entity / researcher, as this is defined above, on the terms set out below:

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<sup>1</sup> “Confidential data”, for the purposes of this contract, shall mean data which may allow only indirect identification of statistical units concerned. In order to define whether a statistical unit is identifiable or not, all relevant means are taken into consideration which can be reasonably used by third parties to identify the statistical unit. ELSTAT does not grant access to data that allow the direct identification of statistical units.

<sup>2</sup>The term “Access to confidential survey data” also includes delivery of anonymized microdata, in case these allow the indirect identification of statistical units concerned.

- a. The purpose of this contract is the provision, free of charge / in return of payment (*to be deleted as appropriate*), by the Authority to the authorized persons by the research entity / the researcher and the authorized persons by him/her (*to be deleted as appropriate*) of files containing data deriving from the survey / surveys on .....  
..... for the year / years .....
- b. The Authority undertakes to deliver to the authorized persons by the research entity / the researcher and the authorized persons by him/her (*to be deleted as appropriate*) in printed or electronic form (*to be filled in as appropriate*) the following data: .....  
.....
- c. The data shall be made available to the authorized persons by the research entity / the researcher and the authorized persons by him/her (*to be deleted as appropriate*) after the results of the relevant survey(s) have been published by the Authority or by EUROSTAT, as appropriate.

**DATA ACCESS AND USE**

2. The data are provided to the authorized persons by the research entity / the researcher and the authorized persons by him/her (*to be deleted as appropriate*) by the Authority, having been produced to the best of the Authority's knowledge and ability. In case any omissions is identified to the supplied data, in relation to the aforementioned access request of the research entity / researcher, the Authority is obliged to resupply the corrected file to the authorized persons by the research entity / the researcher and the authorized persons by him/her (*to be deleted as appropriate*), without any further obligation of the research entity / researcher.
3. The authorized persons by the research entity / the researcher and the authorized persons by him/her (*to be deleted as appropriate*) explicitly and unconditionally undertake to observe, pursuant to the law, all of the following obligations:
  - a. To request from the Authority solely the data that are absolutely necessary for the purpose of the scientific research.
  - b. Not to falsify by any means whatsoever the data supplied by the Authority.
  - c. To process the data following only the procedure that is absolutely necessary for the needs of the scientific research.
  - d. Both during and after the conduct of the research, in perpetuity, not to disclose, discuss, exchange or transmit the data (or part of the data) by any means whatsoever (directly or indirectly), and in any form, to (with) third parties other than those that are explicitly stipulated in the research proposal as entitled to have access.

- e. Both during and after the conduct of the research, in perpetuity, not to discuss or exchange by any means whatsoever with third parties but only with those that are explicitly stipulated in the research proposal as entitled to have access, any conclusions drawn by them, which may result in the violation of statistical confidentiality of the data.
  - f. Both during and after the conduct of the research, in perpetuity, to keep absolutely confidential and to use solely for the purpose of the scientific research the data, as well as any personal data which may come to their knowledge during the data processing. It is explicitly not allowed to use the data: a) for any other purpose –including for economic purposes, or for profit, personal or a third party’s profit– or for any other purpose of political, collective or of otherwise defined nature, or for any decision, b) for the imposition of taxes, fees and other similar charges, c) in legal proceedings before any tax, judicial, police, military or other administrative authorities.
  - g. To destroy or delete the data, with full responsibility, right after the expiration of the time required for the conduct of the scientific research, which is determined in the research proposal, by taking all the necessary measures so as to make impossible the recovery of the data by any third party using any reasonable means.
4. The research entity / researcher explicitly and unconditionally undertakes the obligation vis-à-vis the Authority to take and apply, during the conduct of the scientific research, all the following necessary measures (regulatory, administrative, technical and organisational) of physical and logical protection of the data supplied by the Authority: .....
- .....
- .....
- (to be filled in by the research entity /researcher)*
5. The data shall be made available to the authorized persons by the research entity / the researcher and the authorized persons by him/her *(to be deleted as appropriate)*. Exclusively and solely the above persons shall have access to the data, exclusively and solely for the purposes of this research and only following explicit and written authorization of the legal representative / researcher. In this case, the authorized researchers are obliged to sign a Statistical Confidentiality Declaration, by which they commit themselves that they will abide by all the terms of this contract and accept that otherwise they will incur penal or administrative sanctions, as stipulated in the following paragraphs. The legal representative of the research entity (as not having access to the data) / the researcher who signs the contract is exempted from signing the Statistical Confidentiality Declaration. In the case where the research entity / researcher wishes to add new researchers to the list of the authorized persons that will have access to the data, it / he/she must re-submit its / his/her research proposal accompanied by the corresponding authorizations and Statistical Confidentiality Declarations signed by the new researchers.

Copies of the aforementioned authorizations and Statistical Confidentiality Declarations shall be delivered to the Authority together with the signed contract.

#### **REPORTS/STUDIES BASED ON THE SUPPLIED DATA**

6. The research entity / researcher explicitly and unconditionally undertakes vis-à-vis the Authority to observe, pursuant to the law, all of the following obligations:
  - a. Both during and after the conduct of the research, in perpetuity, not to publish or otherwise making available any results of the research, which may allow the direct or indirect identification of personal data.
  - b. To provide the Authority, if requested, with a copy of all the published reports/studies which have been produced on the basis of the supplied data, not later than seven (7) working days after their publication.
  - c. When publishing / releasing the results of the research project to which this contract refers, to indicate that the source of the data is the Authority, by stating that the results and conclusions are those of the research entity / researcher.

#### **DURATION AND TERMINATION OF THE CONTRACT**

7. This contract shall enter into force upon signature by both parties and it shall be terminated upon the completion of the research, as laid down in the research proposal. In case the research entity / researcher fails to complete the research within the time period stipulated in the research proposal, it / he/she must submit to the Authority a new research proposal, setting out the new completion date of the research and then sign a new contract with the Authority.

#### **SANCTIONS IN CASE OF VIOLATION OF OBLIGATIONS BY THE RESEARCH ENTITY AND THE RESEARCHERS**

8. Violation of any of the aforementioned obligations by the research entity / researcher and the authorized persons by it / him/her –regardless of the seriousness of the breach, even in the case of an inadvertent violation– shall result in the following:
  - a. The processes to apply the sanctions, which are provided for in Article 8, paragraph 1 and Article 9, paragraph 2 of the Law 3832/2010, as amended and in force, will begin immediately.

- b. The Authority has the right to terminate this contract, without any prior notice. In such case, the termination takes effect immediately and the authorized persons by the research entity / the researcher and the authorized persons by him/her (*to be deleted as appropriate*), without any prior letter of formal notice, are obliged to return to the Authority all the data that had been delivered to them in order to conduct the research.
- c. Furthermore, the Authority is entitled to take legal action against the research entity / researcher and the authorized persons by it / him/her, seeking compensation for any kind of damages caused to the Authority by their aforementioned behaviour.

## **GENERAL PROVISIONS**

- 9. Pursuant to the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), ELSTAT will keep in a secure database all personal data (surname, father's name, etc.) and the contact details that the legal representative of the research entity or the researcher, as appropriate, has made available to it under this contract, including the personal data and contact details of the persons authorized by him/her. ELSTAT will use all of the above data only for purposes arising from this contract and in accordance with the law. The personal data may also be used to produce anonymized data on the dissemination and use of ELSTAT's statistical product. ELSTAT will have access to these data and they will not be transmitted to third parties. ELSTAT will take all foreseen protection measures under the legislation in force, including the above Regulation, to protect the data provided from any unauthorized or unlawful processing. The controller is the statutory one defined in relation to the Legal Entities and the Independent Authorities. The data will be kept for an unlimited period or until the data subject requests their erasure.
- 10. The parties have agreed that all the terms of this contract are essential, therefore the violation of any of these terms by the research entity / researcher and the authorized persons by it / him/her shall result to the immediate termination of the contract by the Authority in favour of it, without any liabilities for damages. The parties have explicitly agreed that all disputes arising out of the implementation or interpretation of the contract shall be referred to the exclusive jurisdiction of the courts of Piraeus.
- 11. Applicable law is the Greek law.
- 12. This contract has been drawn up in the Greek and English languages. In case of litigation and misinterpretations, the Greek version shall prevail.

This contract has been drawn up in two (2) copies –each having equal legal force and authenticity– which are initialed on each page and signed on the last page by the parties. Each party received one copy.

THE PARTIES

For the Authority

For the research entity / researcher

Date

Date