

## AGREEMENT ON ACCESS TO CONFIDENTIAL DATA FOR RESEARCH PURPOSES

### AGREEMENT No .....

The **HELLENIC STATISTICAL AUTHORITY (ELSTAT)** (Registered office: 46, Pireos & Eponiton str., 185 10 PIRAEUS, VAT Registration Number: 090401013, 1<sup>st</sup> Tax Office of Piraeus),

hereinafter referred to, for the sake of brevity, as “**the Authority**”, legally represented here by its President,

and (*fill in the entity*)  
.....

hereinafter referred to, for the sake of brevity, as “**the entity**”, legally represented here by  
..... (*indicate the full name, father’s name and position of the person binding the entity*)

today on ....., at the headquarters of ELSTAT in Piraeus,

agree and accept the following:

### BACKGROUND

The entity has submitted to the Authority (reference number.....) the access request dated..... concerning access to confidential data<sup>1</sup>, in order to use the data for ..... (*indicate the purpose of using the data*), accompanied by a list of persons authorized by the entity who will have access to the data, which also specifies the purpose and duration of data use.

### SUBJECT AND SCOPE OF THE AGREEMENT

This agreement concerns the provision to the entity of confidential survey data<sup>2</sup>, hereinafter referred to as “data”, for the purpose described above and for a period of ..... (*indicate the duration of data use*), in accordance with the terms set out below:

1. The purpose of this agreement is the provision, free of charge / in return of payment (*to be deleted as appropriate*), by the Authority, to the entity of files containing data deriving from the survey/surveys on ..... for the year/years .....
2. The Authority undertakes to deliver to the entity the following data: .....
3. The data shall be made available to the entity after the results of the relevant survey/surveys have been published by the Authority or by EUROSTAT.
4. The data shall be made available in a format agreed upon between the parties and shall be transmitted through the secure environment of ELSTAT.

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<sup>1</sup> “Confidential data”, for the purposes of this agreement, 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 “Provision of confidential survey data” also includes the delivery of anonymized microdata, in case these allow the indirect identification of statistical units concerned.

5. The entity shall submit, alongside the agreement, a list of persons it authorizes to have access to the data, which will include name, surname, position in the entity and contact e-mail address. At the same time, the entity shall designate in writing from this list the person to whom the password for access to the secure environment will be sent (via e-mail).

**DATA ACCESS AND USE**

1. The material and data are provided to the entity 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 entity, the Authority is obliged to resupply the corrected file to the authorized persons by the entity, without any further obligation of the entity.
2. The entity and, individually, the persons authorized by it who will have access to the data, explicitly and unconditionally undertake the obligation towards the Authority to cumulatively observe the following obligations:
  - a. To request from the Authority the data that are absolutely necessary for the purpose of their use.
  - b. Not to falsify by any means the data.
  - c. To process the data following only the procedure that is absolutely necessary for the needs of their use.
  - d. Both during and after the end of the data use, in perpetuity, not to allow in any way contact, possession, disclosure or knowledge of the data to anyone inside or outside the entity, except for the persons explicitly authorized by the entity as above.
  - e. Both during and after the end of the data use, in perpetuity, not to make known any conclusions drawn by them from the data, which may result in the violation of statistical confidentiality of the data.
  - f. Both during and after the end of the data use, in perpetuity, to use the data exclusively for the purpose agreed herein, prohibiting their use for any other purpose, such as, but not limited to, for the imposition of taxes, duties, fees and similar charges, and for any proceedings before any tax, judicial, police, military or other related authorities.
  - g. To destroy the data right after the expiration of the agreed period of their use, so as to make impossible the recovery of the data by anyone.
  - h. The entity undertakes the obligation towards the Authority to take the required organizational and technical protection measures throughout the period of possession of the data, and at a minimum:  
.....  
..... (to be filled in by the entity)
  - i. The entity has the obligation to make the data available only to the authorized persons as above.
  - j. The authorized persons are obliged to sign a Statistical Confidentiality Declaration.
  - k. Copies of the Statistical Confidentiality Declarations shall be delivered to the Authority together with the signed agreement.
  - l. In the case where the entity wishes to add new persons to the list of the authorized persons that will have access to the data, it must resubmit the relevant list, accompanied by the signed Statistical Confidentiality Declarations for the new persons.
  - m. The entity must inform the Authority in the event of a data leak.

**DURATION AND TERMINATION OF THE AGREEMENT**

1. This agreement shall enter into force upon signature by both doth parties and it shall be terminated upon the expiration of the period of the data use mentioned above. In the event that the purpose of using the data is

not implemented by the entity within the said period, the entity must request from the Authority the relevant extension of the validity of the agreement.

2. The Authority has the right to terminate this agreement without notice. The effects of the termination shall be immediate, and both the entity and the persons authorized by it, without any reminder, are obliged to immediately deliver the data to the Authority.

## **GENERAL PROVISIONS**

1. 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 that the entity has delivered to it under this agreement. ELSTAT will use all of the above data for the purposes arising from this agreement and in accordance with the law. The 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, except in cases of legal obligation. ELSTAT will take the foreseen measures to protect the data from any unlawful processing. The controller is ELSTAT.
2. All the terms of this agreement are agreed as essential.
3. The entity and the persons authorized by it are aware that the protection of statistical confidentiality and personal data is a legal obligation and exists independently of this agreement, which operates in a complementary manner. They are also aware of the content of this protection, the liability, the disciplinary, administrative and criminal sanctions provided for, etc., as they arise from the law. With this agreement, the entity assumes, in addition to the legal ones, contractual obligations towards the Authority.

This agreement has been drawn up in two (2) equal copies and is subsequently signed by the parties, each of whom received one copy.

## **THE PARTIES**

**For the Authority**

**For the entity**

**Date**

**Date**