

CONTRACT
FOR ACCESS TO TABULAR DATA

Which has been concluded between

the **Hungarian Central Statistical Office** (1024 Budapest, Keleti Károly Str. 5-7. Hungary, VAT number: 15302724-2-41), represented by Edina Mátyás-Bodovics, hereinafter referred to as: HCSO, and

.....**company name**..... (.....address....., EU VAT number:), represented by, hereinafter referred to as: Institution (hereinafter jointly referred to as: the Parties) on this day under the following terms.

1. HCSO performs the following tabular statistical data service to the Institution:

.....

(hereinafter jointly referred to as: the Datafile)

Form of access: by e-mail, Excel

Deadline: 10 workdays, after signing the contract by both parties

2. As a fee of the services specified in Article 1, the Institution shall pay the following fee:

Denomination of service	Fee of service
Handover of datafile	HUF
VAT 27%	HUF.....
Altogether:	HUF.....

In words: HUF.....

3. Based on the performance of the one-time service according to Article 1, within 30 work days upon receipt of the invoice including the service fee as specified in Article 2, the Institution shall transfer the final amount of the invoice to the account of HCSO at the **Hungarian Treasury** (No. **10032000-01456363-00000000**).
4. After the handover of the data, HCSO shall issue the invoice based on the written acknowledgment of performance of services issued by the **Institution**. In case an acknowledgment of performance of services is not received by HCSO within 5 days after receipt of the Datafile and the **Institution** has not issued a complaint in relation to the performance, the service is to be regarded as performed according to the contract and the invoice may be issued by HCSO.

5. The Parties agree that in case of delayed payment, the Institution shall pay HCSO an interest for each day of delay in accordance with the rules of the Hungarian Civil Code and the **Institution** covenants to pay such interest.
6. The **Institution** acknowledges that the Datafile – as copyright-protected work - shall be qualified as intellectual property owned by HCSO based on Act No. LXXVI. of 1999 on Copyright (hereinafter referred to as Copyright Act).
7. By giving access to the Datafile, HCSO provides the **Institution** with a non-exclusive, non- transferrable right of use of the Datafile without any geographical or time limitations as follows.
8. Within the right to use the Datafile, the Institution has the right to:
 - a) reproduce the Datafile, use it in a collection of works by indicating HCSO as the author;
 - b) modify and adapt the Datafile, during which the amended Datafiles shall be clearly distinguished from the original Datafile upon finishing the adaptation;
 - c) publish and forward the Datafile with the exception defined in Article 9.
9. The **Institution** may not utilise the Datafile or use it for resale. This limitation does not apply to the use of individual intellectual property falling under copyright based on the Copyright Act but created with the use of the Datafile.
10. According to the provisions in Articles 8. a) and c), HCSO shall be indicated as author the following way:

*„Source: Hungarian Central Statistical Office (www.ksh.hu)
 (name of the datafile) tabular datafile compiled
 upon individual request. “*
11. On the basis of the provision in Article 8. b), HCSO shall be indicated as source the following way:

*„This document has been created with the use of Hungarian Central Statistical Office (www.ksh.hu) (name of the datafile)
 tabular datafile compiled upon individual request. The calculations and the conclusions drawn therefrom are the sole intellectual property of the Author
 (name of the Author).“*
12. The **Institution** acknowledges that HCSO has no liability (neither expressed nor implied) for any conclusion drawn from the Datafile handed over or any consequence arising therefrom.
13. The **Institution** acknowledges that any attempt to identify the statistical units of the Datafile is prohibited and against the law. Such responsibility of the **Institution** shall remain valid upon termination of this Contract.

14. The **Institution** shall ensure the security of data management and the full enforcement of data protection. The results produced and disclosed during the utilisation shall not contain information that allows the identification of the data providers or the disclosure of any information about them.
15. The **Institution** acknowledges that
- a) the Datafile is provided by HCSO “as is “and HCSO excludes in the legally widest possible way any liability for its adequacy for the given purpose;
 - b) HCSO carries no liability (neither expressed nor implied) for the accuracy, reliability and content of the calculations based on the Datafile or the conclusions drawn from it; these are to be produced at the sole risk and consideration of the **Institution**;
 - c) HCSO is not responsible for any consequence, including in particular any disturbance, error, or loss of data incurred in the computer system or IT equipment of the user caused by the Datafile;
 - d) based on the above, HCSO shall in no event be liable for any direct, indirect, incidental, material or non-material damages, including but not limited to loss of profit, or reputation caused by the use of the Datafile, such as the errors of deficiencies of the calculations made, or the conclusions drawn from it.
16. Apart from the above, the **Institution** shall adhere to all stipulations set forth in the data protection and statistical legal provisions effective in Hungary and the EU. Should the **Institution** violate these rules, HCSO shall take the necessary legal steps.
17. The contracting Parties acknowledge that the organisations authorised by law – such as the Hungarian State Audit Office and the Hungarian Governmental Control Office – may audit the contract. In this regard no reference to trade secret may be applied.
18. The contact persons for this Contract shall be:

for and on behalf of HCSO:name.....
(Tel.: +36-..-)

for and on behalf of the Institution:name.....
(email:.....
Tel.: +36-..-)

The Parties shall ensure that their designated contact persons – as persons involved – are adequately informed that the personal data specified in this Contract are processed by the other Party for the purpose specified in this Contract, in accordance with the stipulations specified in the relevant EU acts and Hungarian legal provisions. 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 f), Paragraph (1), Section 6 set forth in Regulation (EU) 2016/679 of the

European Parliament and of 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 (hereinafter referred to as GDPR Regulation).

The 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 his / her personal data under the terms of Article 21 of the GDPR Regulation. The management of mandatory personal data begins with the preliminary preparations for this Contract and lasts until the data are deleted. The deletion may occur if the obligation to keep records in relation to this Contract is terminated in accordance the relevant European Union and national laws.

19. Force majeure

In the event at any time during this Contract such circumstance arises that is unforeseeable at the time of the conclusion of this Contract, unavoidable and beyond the responsibility and control of either Party and prevents the contractual completion, and the Party affected cannot be expected to avoid such circumstance or avert the damage arisen, then the Party affected shall be exempted from any liability arisen from the non-contractual completion.

Circumstances beyond the Party's control shall include in particular the following:

- natural disasters: earthquake, fire, drought, frost damage, flood, wind storm and thunderstroke;
- certain political and social incidents: war, revolution, uprising, sabotage and blockage of traffic routes;
- certain governmental actions: export and import bans, foreign exchange restrictions, embargoes and boycotts;
- major disruptions.

The Parties state that the following incidents shall not be qualified as reasons beyond the control of the defaulting Party:

- any organisational or other disturbance in the order of the plant of the defaulting Party;
- any conduct of the Party's employees.

The Parties state that the epidemic – that is, public health and epidemiologic measures as well as declared epidemiological situation, provided that they are introduced upon the execution of this Contract – shall be qualified as a force majeure event if the epidemiological restrictive measure is the direct reason for the failure to entire contractual completion. In this case, according to the provision set forth in Paragraph (1), Section 6:179 of the Civil Code, this

Contract shall cease to exist or the future - under legislation, without the Parties' legal statement of contract termination -, and the Parties are obliged to settle accounts with each other in accordance with the provisions set forth in Section 6:180 of the Civil Code.

This means that the cash consideration of services provided prior to the termination of this Contract shall be settled. In case the other Party failed to complete the service for any financial compensation already paid, then such financial compensation shall be repaid.

No damages shall be payable even in the case either Party suffers any damage owing to the termination of this Contract.

Either Party getting ware of any circumstance making the completion of this Contract impossible shall immediately notify the contractual contact person of the other Party in writing. Having failed to fulfil such notification liability, the defaulting Party shall take responsibility for any damages arising from such failure.

20. For this contract the Hungarian law shall apply. For any cases of legal dispute, the contracting Parties agree on the exclusive jurisdiction of the Central District Court of Buda.
21. Considering any issues not regulated in this Contract, the provisions stipulated in the **Civil Code** and **Act No. CLV of 2016** on Official Statistics shall be applicable.

Appendix:

Budapest, 2022 2022

Mrs. Edina Mátyás-Bodovics
Head of Section
Hungarian Central Statistical Office

name of representative
title
company name