

AGREEMENT

on access to and use of anonymised microdata for scientific research purposes in the safe room

Signed in Skopje, on _____, between:

1. The State Statistical Office, with headquarters at Dame Gruev 4, Skopje, represented by the Director _____ (hereinafter: Data Owner)
2. Name and address of the user (hereinafter: Data User).

I. SUBJECT OF THE AGREEMENT ON ACCESS TO AND USE OF ANONYMISED MICRODATA FOR SCIENTIFIC RESEARCH PURPOSES

Article 1

This Agreement regulates the manner and terms and conditions for access to anonymised microdata from the Statistical Survey _____ conducted by the Data Owner, which may only be used for scientific research purposes by the Data User.

The subject of this Agreement is the provision and use of available statistical data from the (NAME OF THE STATISTICAL SURVEY AND REFERENCE YEAR) in the premises of the State Statistical Office in the safe room.

This Agreement defines the principles of access to the requested databases, the form and manner in which they shall be delivered, used and protected, as well as the price of the service under this Agreement.

Article 2

The Data Owner shall give the Data User access to anonymised microdata from the (NAME OF THE STATISTICAL SURVEY AND REFERENCE YEAR).

The microdata which the Data User has access to shall be used for the development of a study/project (NAME OF THE PROJECT) under the authority of (specify the Project Holder).

The microdata shall be provided through special anonymised databases, in a form that allows the Data User to perform their own additional analyses, while preventing direct or indirect identification of personal data.

The Data Owner shall guarantee that the data are correct and is not responsible for any error or omission in the data set used for production of analysis by the Data User. The Data Owner shall not be responsible for any effect that the materials offered may have on the software of the Data User.

The Data User shall agree that the data received from the Data Owner, based on this Agreement, shall be used exclusively for the purposes of the project specified in Article 2.

The microdata shall be provided to the Data User in ____ format (specify software) in the duration of ____ working days in the period _____.

This Agreement shall enter into force on the date of signing, and expire on (date when the right to use data in the safe room ends).

Any extension of the access to microdata must be made by a separate request before the end of the project term specified in the request for access to microdata. No compensation may be requested in the event of denial of extension of the access to microdata.

II. OBLIGATIONS OF THE PARTIES TO THE AGREEMENT

Article 3

The Data Owner shall be obliged to:

1. Provide access to microdata in the safe room in accordance with this Agreement, as well as with the work principles for using the safe room.
2. Along with the microdata file, provide the Data User with additional information to support their analysis: a detailed description of the metadata (or ESMS reports) and the methodologies, nomenclatures and classifications used to produce the requested data, as well as to indicate any relevant publications.
3. Verify the compliance with the requirements for the protection of the provided microdata.
4. Examine and check the analysis made using microdata. The check shall be performed using known methods for statistical analysis.
5. Terminate access to data after expiration or termination of the Agreement.

Article 4

The Data User shall be obliged to:

1. Undertake the necessary administrative, technical and organisational measures to ensure compliance with the data protection provisions in accordance with the Law on Personal Data Protection and the Law on State Statistics.
2. The data obtained from the Data Owner shall be used only by them and experts hired by them, i.e. only the persons listed in the Request for Access to Microdata, exclusively for the needs of the project defined in Article 1, paragraph 2 and in accordance with the terms and conditions of the Agreement.
3. Prepare the results of their analysis in a format that can be used by the Data Owner to verify that the rules for the protection of data confidentiality are respected.
4. Ensure that the results of their research work, which are published or distributed in any way, do not contain information that allows the identification of individual data.
5. Allow the Data Owner to control access to the data during their work.
6. Allow the Data Owner to examine the scientific research work before its publication in order to verify that the data protection rules are respected.
7. When using the data, the State Statistical Office of the Republic of North Macedonia must be cited as the data source. It must also be stated that the State Statistical Office is not responsible for the analyses and results of the research work.
8. Not use any devices in the safe room (such as external drives, USB flash drives, data linkages and mobile phones) that allow data to be copied.
9. Submit a copy of the analysis to the State Statistical Office after its publication.
10. All experts who need access to microdata shall sign a non-disclosure agreement.
11. Pay a fee for the service to the State Statistical Office.

III. PRICE OF THE SERVICE

Article 5

The price of the service is **AMOUNT IN MKD** (without bank charges).

The payment shall be made within 8 days from the day of delivery of the invoice.

IV. TRANSITIONAL AND FINAL PROVISIONS

Article 6

For all matters that are not regulated by this Agreement, the provisions of the applicable legal regulations shall be applied.

Any disputes arising from this Agreement shall be resolved amicably by negotiation.

SAMPLE

Article 7

Amendments to this Agreement shall be made by annexes to the Agreement.

Article 8

This Agreement has been made in four identical copies, two for each contracting party.

For the Data Owner

Director

For the Data User

Name and surname

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