



Deposition Agreement

I. Purpose and general terms and conditions

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| <ol style="list-style-type: none"> 1. This is an Agreement between the Finnish Social Science Data Archive (hereinafter “FSD”) and the depositor of research data on the archiving and dissemination of the research data for further use. 2. The depositor of the research data gives FSD the right to archive and disseminate the data for further use in accordance with the conditions set out in Chapter II of this Agreement. The creators of the research data retain all other rights to the data. 3. FSD preserves the data and maintains its long-term usability in accordance with existing archiving, data protection and data security norms, and long-term preservation requirements. | <p>Terms and conditions regarding the processing of personal data are detailed in Annexes 1 and 2 of this Agreement. The Annexes constitute an integral part of this Agreement.</p> <ol style="list-style-type: none"> 4. FSD has the right to publish and disseminate descriptions of the data and bibliographic information in publicly available Finnish and international data portals and catalogues. 5. Contact details entered into this Agreement will be stored in a personal data register maintained by FSD. FSD acts as the controller of data in the register. The personal data mentioned in this paragraph and in paragraph 4 are processed to allow the performance of this Agreement. |
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II. Conditions for disseminating research data for further use Please choose one option only

FSD users can access the research data under the following conditions

The dataset is openly available

A for all users without registration (CC BY 4.0).

This option is suitable for data the use of which is not restricted by legislation relating to personal data, copyright or freedom of information.

The dataset is only accessible by registered users who agree to comply with the terms and conditions set out for the use of the data

B for research, teaching and study.

C for research only. *Research is taken to include Master’s, licentiate and doctoral theses.*

D with permission only. *Please fill in the following information.*

The person granting the permission and his/her contact information:

(Name, address, email, phone number. The depositor undertakes to notify FSD in writing of any changes in the contact information.)

The person who shall be contacted if the person who primarily grants permission cannot be reached:

(The depositor undertakes to notify FSD in writing of any changes in the contact information.)

(For example, when the contact information is no longer accurate or the person can no longer grant the permission him/herself.)

If you chose D, it is recommended that, after a specified time, the data can be accessed in accordance with condition B or C Please specify the time after which it is no longer necessary to ask for permission.

Starting from ____ / ____ 20 ____ the data can be distributed to users

for research, teaching and study (condition B).

for research only (condition C).

FSD may distribute the data to users

immediately after the dissemination package version has been produced.

starting from ____ / ____ 20 ____



III. Annual report, contact details and additional information

Annual report

Annual report on data reuse should be sent

<p><i>No</i></p> <p><i>Yes, to the email address:</i> _____</p>

Contact information for the depositor

First name and surname: _____
Address: _____
Postal code: _____ Town/Municipality: _____
Phone number: _____ Email: _____

Additional information

_____ _____

IV. Duration of the Agreement and other conditions

1. This Agreement enters into force upon the signature by both parties. The Agreement is valid indefinitely, unless otherwise specifically agreed.
2. Both parties have the right to terminate this Agreement within six weeks of the entry into force. Notice of termination shall be given in writing.
3. Termination of the Agreement does not affect any activities performed in accordance with the conditions set out in this Agreement, conducted prior to the termination, such as the rights granted to users to use the research data.
4. This Agreement is governed by Finnish law.

V. Signatures

The depositor of the research data assures that he or she has sufficient authority to agree on the rights related to the research data and on the conditions of personal data processing. This Agreement has been drawn up in two identical copies, one for each party.

The depositor

Place and date:

Signature and name of the depositor:

FSD

Place and date:

Signature and name of FSD's representative:

Osoite

Yhteiskuntatieteellinen
tietoarkisto (FSD)
33014 Tampereen yliopisto

Address

Finnish Social Science
Data Archive (FSD)
FI-33014 Tampere University
Finland

Puhelin / Phone

+358 29 452 0411

Sähköposti / Email

fsd@tuni.fi
asiakaspalvelu.fsd@tuni.fi

Internet

www.fsd.tuni.fi
services.fsd.tuni.fi



ANNEX 1

Detailed conditions of the processing of personal data

1. Purpose and scope

- 1.1. This Agreement establishes the rights and duties between the Finnish Social Science Data Archive (hereinafter “FSD”) and a controller of research data (hereinafter “controller”) regarding the processing of personal data, as required by Article 28 of the General Data Protection Regulation (2016/679), when FSD processes personal data included in research data on behalf of the controller. The definitions of the terms used in this Agreement, such as “personal data”, “controller” and “processor”, correspond to the definitions given in the General Data Protection Regulation (hereinafter “GDPR”).
- 1.2. FSD shall act as the processor of personal data on behalf of the controller of the research data.
- 1.3. The purpose of processing personal data is to create a dissemination package version of the research data deposited with FSD. FSD shall review the anonymisation procedures done to the research data. Direct identifiers shall be removed from the data and indirect identifiers shall be removed, altered and re-categorised when necessary.
- 1.4. Types of personal data and categories of data subjects are described in Annex 2.
- 1.5. FSD shall take into consideration any documented instructions on data processing that the controller delivers to FSD prior to or during the processing. FSD processes personal data only in accordance with this Agreement and on documented instructions from the controller, including instructions regarding the transfer of personal data to a third country or an international organisation, unless otherwise required by Union or Member State law.
- 1.6. If other legal acts under Union or Member State law require measures targeted at the personal data governed by this Agreement, FSD shall inform the controller of that legal requirement before processing the data, unless that law prohibits giving such information on important grounds of public interest.
- 1.7. Name and contact information for the controller of the research data:

Name:	_____		
Address:	_____		
Postal code:	_____	Town/Municipality:	_____
Phone number:	_____	Email:	_____
Contact details of the data protection officer:			
Name:	_____		
Phone number:	_____	Email:	_____

- 1.8. Notifications related to the personal data processing activities set out in this Agreement shall be sent to the controller and the data protection officer in electronic format. If the notifications should be sent to someone else as well, please provide their contact details.

Contact details:

- 1.9. The depositor undertakes to notify FSD in writing of any changes in the information given in paragraphs 1.7 and 1.8.

2. Security of processing and the procedure in the case of a personal data breach

- 2.1. FSD implements the necessary technical and organisational measures to ensure the security of data processing. In determining the necessary measures, a level of security appropriate to the risk is set in accordance with Article 32 of the GDPR. FSD provides, upon request, more information on its technical and organisational security measures applicable to the processing activities set out in this Agreement.
- 2.2. Employees processing data at FSD are required to comply with statutory obligations of confidentiality. They have also signed a separate confidentiality agreement and have been given appropriate training and instructions on both data protection and data security.
- 2.3. FSD shall, without undue delay, notify the controller about any personal data breach it has become aware of concerning research data governed by this Agreement. The notification shall include at least the following information:
 - 2.3.1. Description of the nature of the personal data breach
 - 2.3.2. Description of the processing procedures performed on the data based on this Agreement
 - 2.3.3. Description of the measures taken to address the personal data breach
 - 2.3.4. Contact details of FSD's data protection officer or other contact point where more information on the breach can be obtained
- 2.4. In addition to the information mentioned in the previous paragraph, FSD shall, upon request, provide information in its possession to assist the controller in investigating the breach and mitigating its adverse effects to the degree the information is necessary and deliverable with reasonable effort, taking into account the nature of the processing.

3. The exercise of the rights of the data subject and cooperation in certain situations

- 3.1. FSD assists the controller, insofar as this is possible, in facilitating the exercise of data subject rights. If a data subject exercises his or her rights laid down in Chapter III of the GDPR in relation to the personal data governed by this Agreement, FSD shall notify the controller of this without undue delay.
- 3.2. FSD shall not perform any processing activities on the research data upon request of a data subject without written instructions from the controller.
- 3.3. FSD assists the controller, insofar as is reasonably possible, in carrying out a data protection impact assessment required by the GDPR or other legal act and, if needed, in prior consultation set out in Article 36 of the GDPR. In determining the measures to be taken to assist the controller, FSD takes into account the nature of the personal data processing and available information.
- 3.4. In addition to what is agreed in this section on the controller's right to receive information, FSD makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Agreement. FSD allows for and contributes to audits, including inspections, conducted by the controller or another auditor mandated by the controller.
- 3.5. FSD shall immediately inform the controller if it perceives that an instruction infringes the GDPR or other Union or Member State data protection provisions.

4. Use of sub-processors

- 4.1. The controller gives FSD a prior authorisation to engage sub-processors insofar as it is necessary for the performance of this Agreement. FSD shall, upon request, inform the controller of any sub-processors it plans to engage at the time this Agreement is made.
- 4.2. FSD shall notify the controller of any plans to add or change sub-processors. The changes shall take effect if the controller accepts them in writing or if the controller does not object to them within 30 days of the delivery of the notification.
- 4.3. The same data protection obligations as set out in this Agreement between the controller and FSD shall be imposed on the sub-processors. FSD allows, upon request, the controller to view the agreement or the outlined agreement between FSD and the sub-processor, with the exception of sections which contain confidential information and which are not significant in assessing the data protection obligations.



5. Special conditions regarding journalistic purposes or purposes of academic, artistic or literary expression

- 5.1. If the research data fall under the scope of Article 85 of the GDPR, the following special conditions are taken into account in processing the personal data included in the research data:
 - 5.1.1. The connection of the research data to the purposes of academic, artistic or literary expression is taken into account when the processing activities set out in paragraph 1.3 are being carried out. The dissemination package version prepared from the research data shall be disseminated to users with identifiers if this has been separately agreed in writing.
 - 5.1.2. National special provisions regarding the processing of personal data for journalistic purposes or purposes of academic, artistic or literary expression are taken into account when FSD's duties pursuant to this Agreement are being interpreted.

6. Termination of the processing of personal data and other conditions

- 6.1. The implementation of these specific conditions on personal data processing begins when the research data containing personal data are delivered to FSD. Separate instructions on secure deposition of research data are provided. Personal data processing in accordance with this Agreement ends when the purpose mentioned in paragraph 1.3 has been achieved and there is no longer a need to retain the personal data. Personal data processing also ends if the Agreement, of which this Annex is part, terminates, unless otherwise agreed in writing.
- 6.2. FSD shall remove personal data in the delivered research data as well as all copies of the personal data after the processing ends, unless there is a legal obligation to retain the personal data. The research data may be returned to the controller upon request before the processing ends.
- 6.3. The conditions for processing personal data set out in this Agreement supersede the conditions regarding personal data processing in any previous agreement between the parties.

Osoite

Yhteiskuntatieteellinen
tietoarkisto (FSD)
33014 Tampereen yliopisto

Address

Finnish Social Science
Data Archive (FSD)
FI-33014 Tampere University
Finland

Puhelin / Phone

+358 29 452 0411

Sähköposti / Email

fsd@tuni.fi
asiakaspalvelu.fsd@tuni.fi

Internet

www.fsd.tuni.fi
services.fsd.tuni.fi

