



# Agreement on personal data processing for assessing the suitability of research data for archiving

## 1. Purpose and scope of the Agreement

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- 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. Processing refers to processing of personal data included in research data that are delivered to FSD in a digital format by the controller or a party authorised by the controller. Separate instructions on secure deposition of research data are provided.
- 1.4. The purpose of processing personal data is to assess whether the research data are suitable for archiving at FSD. More information on the archiving criteria is available in FSD’s [Records Management and Archives Formation Plan](#). To fulfil this purpose, FSD may perform necessary data processing operations on the personal data including but not limited to inspecting, erasing or altering them.
- 1.5. The person who delivers the research data (hereinafter “depositor”) shall provide FSD with all of the following information in writing:
  - 1.5.1. Name and contact information of the controller of the research data
  - 1.5.2. Types of personal data and categories of data subjects included in the research data
- 1.6. Notifications relating to processing activities set out in this Agreement will be sent in electronic format to the data controller, unless other contact information for notifications has been provided.
- 1.7. The depositor undertakes to notify FSD in writing of any changes in the information mentioned in subparagraph 1.5.1 and paragraph 1.6.
- 1.8. 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.
- 1.9. 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.

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

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- 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. Employees who process data 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

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- 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

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- 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. Duration of the Agreement and other conditions

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- 5.1. This Agreement comes into force when the research data containing personal data are delivered to FSD.
- 5.2. Personal data processing in accordance with this Agreement ends when the purpose mentioned in paragraph 1.4 has been achieved. If the parties to this Agreement plan to make a Deposition Agreement on the archiving of the research data, personal data processing in accordance with this Agreement continues until the new agreement is made.
- 5.3. If one of the parties to this Agreement decides that processing is no longer justified, the processing in accordance with this Agreement ends when the other party has been notified of this decision in writing.
- 5.4. FSD shall remove personal data in the delivered research data as well as all copies of the personal data without undue delay 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.
- 5.5. The contact details of the depositor are stored in a user register maintained by FSD. FSD acts as the controller of the data in the user register. The personal data mentioned in this paragraph are processed to allow the performance of this Agreement.
- 5.6. The depositor assures that he or she has sufficient authority, to the extent required by this Agreement, to agree on the rights related to the research data and on the conditions of personal data processing.
- 5.7. This Agreement is governed by Finnish law.

#### Osoite

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