



Archiving agreement

I Purpose and general terms and conditions

1. This is an Agreement between the Finnish Social Science Data Archive (hereinafter “FSD”) and the depositor of research data. It covers the evaluation of whether the data meets the archiving requirements, and the eventual archiving and dissemination of the data for reuse purposes.
2. This Agreement concerns the following dataset(s):

3. The depositor of the research data gives FSD the right to evaluate, archive and disseminate the data for reuse in accordance with the terms set out in Chapter II of this Agreement. The creators of the research data retain all other rights to the data.
4. The depositor declares that the data have been collected for reuse purposes in a legal and ethical manner.
5. FSD takes care of the long-term preservation and usability of the data in accordance with the established archiving, data protection, data security and long-term preservation norms and requirements. Terms and guidelines regarding the processing of personal data are detailed in the Annexes 1, 2 and 3 of this Agreement. The Annexes constitute an integral part of this Agreement.
6. FSD has the right to publish and disseminate descriptions of the data and related bibliographic information in publicly available Finnish and international data portals and catalogues.
7. Contact details entered into this Agreement will be stored in a personal data register maintained by FSD and for which FSD acts as the controller of data. The personal data mentioned in this paragraph and in paragraph 6 are processed to allow the performance of this Agreement.

II Conditions set out for archiving and dissemination of the data

1. Archiving the data and disseminating it for reuse purposes requires that the data are suitable to be archived at FSD and to be disseminated for further use.
2. FSD evaluates the suitability of the transferred data for the above-mentioned purposes by applying the selection criteria in force at the time when this Agreement is signed. More information on [selection criteria](#).
3. FSD notifies the depositor in writing when the evaluation has been finalised. The notification will contain information on whether the data have met the suitability criteria or not. If the data

have met the criteria, FSD continues to process it for creating an archival data version in accordance with this Agreement. If FSD evaluates that the suitability criteria are not met, this Agreement shall be deemed to have been terminated two (2) weeks from the sending of the written notification mentioned above.

4. Users of the Aila Data Service can access and use the research data under the following conditions. **Select one alternative from A, B, C or D.**

Data are:

A - openly available for all users without registration (CC BY 4.0)
Suitable when data use is not restricted on legal or ethical grounds.

B – available for research, teaching and study for registered users

C - available for research only (including Master’s, doctoral and University of Applied Sciences Master’s theses) for registered users

D - available only by permission from the data depositor/creator for registered users
Please fill in the following information.

The person granting the permission and their contact information:
Provide name, email, and phone number. The depositor undertakes to notify FSD in writing of any changes in the contact information.

Deputy person for granting the permission
(For example, when the contact information is no longer accurate, or the person can no longer grant the permission him/herself.)
Provide name, email, and phone number. The depositor undertakes to notify FSD in writing of any changes in the contact information.

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

Data are available starting from ____ / ____ 20____

openly for all users without registration (CC BY 4.0) (condition **A**)

for research, teaching and study for registered users (condition **B**)

for research for registered users (condition **C**).

The data are distributed to users in accordance with the selected access condition as soon as archiving is completed. You may specify a time after which the data can be used and downloaded from the Aila Data Service only if the research is still ongoing.

FSD may distribute the data to users starting from ____ / ____ 20____.

III Contact details and additional information

Contact details of the data depositor(s)
(Name, organisation, email, telephone)

If the Agreement is co-signed by a representative of the home organisation, enter also their details here.

Additional information
(Other information relevant to the data)

IV Duration of the Agreement and other conditions

1. This Agreement enters into force upon the signature by the Parties. The Agreement is valid indefinitely, unless otherwise specifically agreed.
2. The Parties have the right to terminate this Agreement within six (6) weeks of the entry into force. Notice of termination shall be given in writing. FSD can, for justified reasons, suspend the dissemination of the data prior to the end of the Agreement termination period. The data depositor shall be informed of the dissemination suspension and its reasons without undue delay.
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 data.
4. Disagreements relating to the Agreement are primarily solved through negotiation between the Parties.
5. This Agreement is governed by Finnish law.

V Signatures

The depositor of the research data assures that they have sufficient authority to agree on the rights related to the research data and on the conditions of personal data processing.

This Agreement shall be signed electronically. The signatories can download and store their own copy of the Agreement from the electronic signature service.

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 the 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 the personal data included in the 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 evaluate the suitability of the data for archiving at FSD and to create a dissemination package version of it for reuse purposes when the data have been deposited with FSD and have met the suitability criteria. FSD shall review the anonymisation procedures done to the research data. Where needed, identifying information will be removed, adapted or recoded.
- 1.4 Types of personal data and categories of data subjects are described in Annex 2.
- 1.5 In its data processing, FSD shall take into consideration any written instructions on data processing that the controller has already delivered to FSD, instructions documented in Annex 3, and any further instructions delivered later during the processing. FSD processes personal data only in accordance with this Agreement and the written instructions provided, including instructions on the transfer of personal data to a third country or to an international organisation, unless otherwise required by Union or Member State law.
- 1.6 If other legal obligations 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. However, no information is provided on those measures in cases where the law prohibits giving such information based on important grounds of public interest.
- 1.7 Contact details of the data controller(s) (name, organisation, email):

Email of person(s) responsible for data protection if the controller is an organisation or organisations:

- 1.8 The depositor undertakes to notify FSD in writing of any changes in the contact information given in paragraph 1.7.

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. A general description of FSD's security measures in data processing is available online in the section [Information systems and data security](#) of the Operational Guidelines. FSD provides, upon request, more information on the technical and organisational security measures it applies to the processing activities set out in this Agreement.

2.2 FSD regularly assesses and develops the sufficiency of its technical and organisational measures in line with the security of processing stipulated by Article 32. FSD will not weaken the level of security from the level agreed without a written approval from the controller. If the controller declares in writing that they do not approve changes weakening the security level, the Parties shall resolve the issue primarily through negotiation. If the Parties cannot reach an agreement, each Party has the right to immediately terminate the Agreement in the Annex of which these terms have been documented.

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 change notification.

2.3 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.

2.4 FSD shall, without undue delay, notify the controller about any personal data breach it has become aware of concerning the research data governed by this Agreement. The notification shall include at least the following information:

2.4.1 Description of the nature of the personal data breach.

2.4.2 Description of the processing procedures performed on the data based on this Agreement.

2.4.3 Description of the measures taken to address the personal data breach.

2.4.4 Contact details of FSD's Data Protection Officer or other contact point where more information on the breach can be obtained.

2.5 In addition to the information mentioned in the previous paragraph, FSD shall, upon request, provide any 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. Data subject rights procedure 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 their 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 On written request, FSD assists the controller, insofar as is reasonably possible, in carrying out a data protection impact assessment required by the GDPR or any other legal act and, if needed, in prior consultation set out in Article 36 of the GDPR. Based on the written request, FSD and the

controller shall negotiate an agreement on the sufficient processing measures to be carried out. In determining the measures to be taken, the nature of the personal data processing, information available, its necessity and the rights of data subjects will be taken into consideration.

- 3.4 In addition to what is agreed in this section on the controller's right to obtain 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 in writing if it perceives that an instruction given infringes the GDPR or other Union or Member State data protection provisions. If the Parties cannot reach an agreement through negotiation, the processor of personal data has the right to immediately terminate the Agreement in the Annex of which these terms on the processing of personal data have been documented.

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 at the time this Agreement is signed of any sub-processors it plans to use later.
- 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 change 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 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 intact if this has been separately agreed in writing.
- 5.1.2 When FSD's duties pursuant to this Agreement are being interpreted, national special provisions regarding the processing of personal data for journalistic purposes or purposes of academic, artistic or literary expression are taken into account. In Finland, this means Section 27 of the Data Protection Act (1050/2018).

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

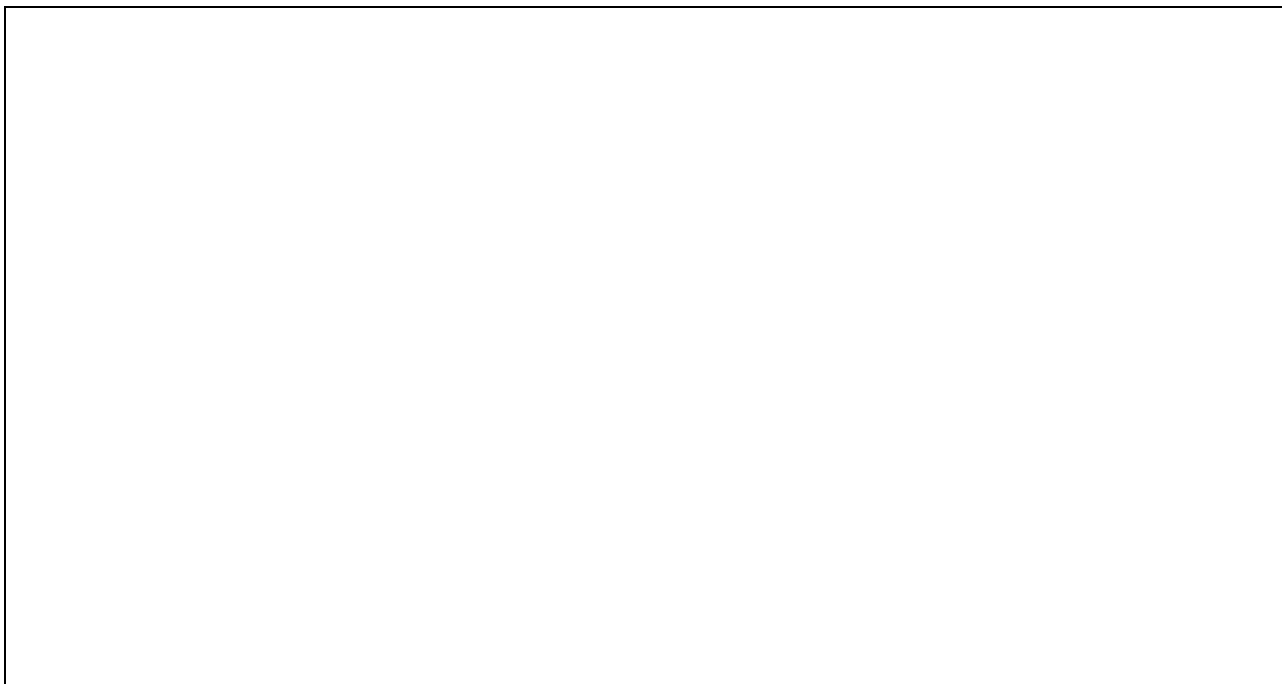
- 6.1 The implementation of these specific conditions on personal data processing begins when the research data containing personal data are delivered to FSD. Separate instructions on secure deposition of research data have been provided. Personal data processing in accordance with this Agreement ends when the purposes mentioned in paragraph 1.3 have been achieved and there is no longer any need to retain the personal data. Personal data processing also ends in cases where the Agreement, of which this Annex is part, terminates, unless otherwise agreed in writing. However, personal data processing continues if the research data are disseminated for reuse purposes with the personal data included, in accordance with this Agreement and written instructions given by the controller.
- 6.2 After the processing ends, FSD shall remove the personal data included in the deposited research dataset as well as all copies of the personal data, unless the controller has submitted a written request for the return of the dataset or there is a legal obligation to retain the personal data.
- 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..

ANNEX 2

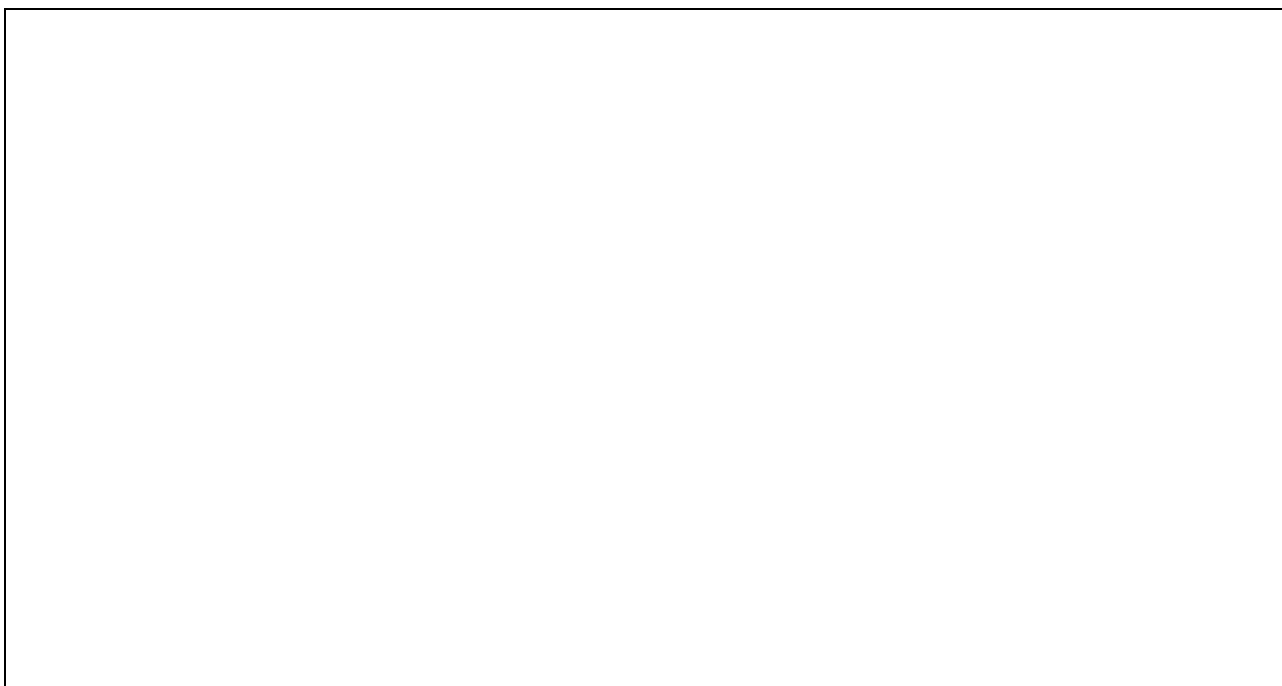
Types of personal data and categories of data subjects

As required by Article 28(3) of the GDPR, this Annex details certain information regarding the contents of the deposited research data that must be included in an agreement on personal data processing.

Types of personal data included in the research data



Categories of data subjects included in the research data



ANNEX 3

Additional terms and guidelines on personal data processing

The following additional terms and guidelines on personal data processing shall also be followed.

