

## Confidentiality agreement 2024/062

Between

**Statbel (Directorate-General Statistics – Statistics Belgium of the FPS Economy, SMEs, Self-employed and Energy)**, registered in the Crossroads Bank for Enterprises under number 0314.595.348, with its offices established Boulevard du Roi Albert II 16, 1000 Brussels, represented by Mrs. M. VANDRESSE, Director-General, hereinafter “Statbel”, of the one part,

AND

**Interdisciplinary Centre for Labour Market and Family Dynamics at the Faculty of Economic Sciences, University of Warsaw**, with its offices established Długa 44/50, 00-241 Warsaw, Poland, represented by Mr. Z. LALAK, Vice-Rector for Research, hereinafter “the researcher”, of the other part,

Hereinafter collectively referred to as the “parties”.

THE FOLLOWING IS HEREBY AGREED

Having regard to the Regulation (EC) No 223/2009 of the European Parliament and of the Council of 11 March 2009 on European statistics and repealing Regulation (EC, Euratom) No 1101/2008 of the European Parliament and of the Council on the transmission of data subject to statistical confidentiality to the Statistical Office of the European Communities, Council Regulation (EC) No 322/97 on Community Statistics, and Council Decision 89/382/EEC, Euratom establishing a Committee on the Statistical Programmes of the European Communities (hereinafter ‘Regulation on European statistics’);

Having regard to the Commission Regulation (EU) No 557/2013 of 17 June 2013 implementing Regulation (EC) No 223/2009 of the European Parliament and of the Council of 11 March 2009 on European Statistics as regards access to confidential data for scientific purposes and repealing Commission Regulation (EC) No 831/2002;

Having regard to the 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 “General Data Protection Regulation”);

Having regard to the Law of 4 July 1962 on public statistics, as last amended by the Law of 25 September 2022 on various provisions relating to the economy;

Having regard to the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;

Having regard to the decision 2024/062 on data communication of 6 May 2024 (hereinafter “the decision on data communication”);

THE PARTIES HAVE AGREED THE FOLLOWING

## **CHAPTER I – GENERAL PROVISIONS AND LEGAL FRAMEWORK**

### **Article 1 – Subject matter of the agreement and data ownership**

Statbel, in accordance with Articles 15 and 15bis of the Law of 4 July 1962 on public statistics, provides the data specified in *Annex 1* to the researcher for the implementation of the project “Globalisation- and Technology-Driven Labour Market Change and Fertility — LABFER”, the objectives of which are exhaustively defined in *Annex 2*.

The data provided remain Statbel’s exclusive property, without prejudice to contrary provisions in the applicable laws and regulations or to terms of contracts concluded with third parties. The researcher shall not, under any circumstances, claim any rights, including intellectual rights, to the data provided. Without prejudice to the exceptions provided for statistical data by the General Data Protection Regulation, this agreement does not affect the rights of data subjects.

### **Article 2 – Applicable legal framework and decision on data communication**

The researcher undertakes to respect the relevant provisions of the General Data Protection Regulation, of the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and its implementing decrees, of the Law of 4 July 1962 on public statistics and its implementing decrees.

The researcher has read Articles 22 and 23 of the Law of 4 July 1962 on public statistics, a copy of which is attached in *Annex 4* of this agreement. These provisions shall apply without prejudice to other administrative and criminal penalties referred to in Title 6 of the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

Furthermore, the researcher acknowledges having read the decision on data communication and undertakes to respect its content. The researcher declares that the information in the microdata request is correct and up-to-date. The researcher undertakes to inform Statbel without delay of any changes to the information provided in the microdata request.

## **CHAPTER II – PERFORMANCE OF THE AGREEMENT AND SUBCONTRACTING**

### **Article 3 – Implementation of the research and persons involved**

The research is performed by the Interdisciplinary Centre for Labour Market and Family Dynamics at the Faculty of Economic Sciences, University of Warsaw. The identity of the individuals working within this department shall be communicated without delay in accordance with the rules laid down in *Annex 3*. The researcher shall inform Statbel without delay of any changes via the email address [statbel.datarequests@economie.fgov.be](mailto:statbel.datarequests@economie.fgov.be).

#### **Article 4 – Subcontracting**

The research shall be executed by natural persons to whom the researcher is bound under an employment contract or status. By way of exception, the research can be subcontracted to natural or legal persons via a service contract, provided that Statbel has given its prior authorisation and that the researcher can demonstrate that the technical and organisational measures taken to ensure data protection, confidentiality and integrity are guaranteed by the subcontractor. Where appropriate, the researcher shall complete the form available in *Annex 5* and submit it to Statbel without delay.

The obligations of this agreement shall apply *mutatis mutandis* to the subcontractors of the researcher. The researcher is liable for all damages resulting from its subcontractor's failure to perform the agreement. He ensures that the latter effectively meets the requirements of protection, integrity and confidentiality of the data made available to the researcher by Statbel.

### **CHAPTER III – OBLIGATIONS AND RESPONSIBILITY OF THE RESEARCHER**

#### **Article 5 – Data processing and research objectives**

The researcher shall exclusively use the data communicated for the purposes described in *Annex 2*. The researcher is only allowed to use the data communicated in order to make analyses, to carry out studies and to compile global and anonymous statistics. The data communicated cannot in any circumstance be used for control or repressive purposes. The analyses, studies and statistics produced cannot in any circumstance have any consequences on individual situations.

#### **Article 6 – Further transmission**

The researcher is prohibited from providing the data communicated or part of them to third parties, except with the consent of Statbel which will contact this new user with whom a confidentiality agreement will be established.

In accordance with Article 21, §3 of the Regulation on European statistics, further transmission of data transmitted under this agreement requires the explicit authorisation of Statbel. This request is addressed to Statbel's legal department, together with the draft agreement between the researcher and the authority receiving the data. The researcher shall provide Statbel with all relevant and necessary information for the examination of the request.

### **Article 7 – Data use and dissemination**

The researcher shall make available to Statbel, free of charge, the global and anonymous analyses, studies and statistics produced based on the data provided, for free use.

The published results shall only be global and anonymous. At least fifteen days before their dissemination, the researcher shall submit them to Statbel, which reserves the right to prohibit the dissemination. In such cases, the motives of such prohibition shall be communicated to the researcher and a solution shall be sought by the parties. The term “dissemination” is understood in the broad sense, taking the evolution of the information society and technologies into account. It includes, among others, any kind of written, oral or online communication.

For each dissemination of results, whatever its form, Statbel shall be quoted as source as follow: “Source: **Statbel**”.

### **Article 8 – Financial provisions**

The researcher shall bear all costs associated with data processing and ensuring data protection, confidentiality and integrity. The researcher shall not claim from Statbel any cost, of any nature, for the performance of the contract and the related procedures.

## **CHAPTER IV – OBLIGATIONS AND RESPONSIBILITY OF STATBEL**

### **Article 9 – Data communication**

Statbel shall provide to the researcher, as soon as possible following the conclusion of this agreement, the data mentioned in *Annex 1*, for the purposes and the period specified in *Annex 2*, provided that these data are available.

### **Article 10 – Data accuracy and availability**

Statbel is not responsible for any errors in the content of the data provided. Statbel cannot be held liable for the non-delivery of data resulting among others from their unavailability or from a technical, human, legal or regulatory event rendering the implementation of the agreement impossible or difficult. If need be, the parties shall negotiate in order to find an appropriate alternative solution.

## **CHAPTER V – RESPONSIBILITY FOR PROCESSING, CONTROL AND DATA PROTECTION**

### **Article 11 – Data controller and monitoring of the execution of the agreement**

The researcher shall take on the role of data controller under the General Data Protection Regulation without prejudice to the obligations defined in the present agreement and in the decision on data communication.

The researcher shall indicate in *Annex 3* the natural person who oversees on a daily basis the compliance with the obligations laid down in the present agreement and those provided for by the standards referred to in Article 2. This person must have a hierarchical rank allowing effective control over the research performers.

### **Article 12 – Monitoring by Statbel and the Data Protection Authority**

The researcher expressly agrees that the representatives of Statbel or the Data Protection Authority established by the Law of 3 December 2017 on the creation of the Belgian Data Protection Authority have, at any moment and without prior notice, access to the premises and IT infrastructure where the data communicated are stored, in order to monitor the compliance with the provisions of this agreement and the obligations provided for by the standards referred to in Article 2.

If Statbel so requests, the researcher shall provide, free of charge and without delay, all the elements supporting the information provided in the microdata request.

### **Article 13 – Data breach**

The researcher shall notify Statbel of all data breaches as soon as possible and at the latest twenty-four hours after the notification, where appropriate, to the Data Protection Authority, in accordance with Article 61, §1, of the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. The researcher shall notify the breach to Statbel, even if the final version of Article 61, §1, is applied.

To be valid, the notification shall be done by email to [statbel.dpo@economie.fgov.be](mailto:statbel.dpo@economie.fgov.be). The notification shall contain all relevant and timely information in order to limit the effects of the breach and carry out the necessary investigations and shall include at least the elements referred to in Article 61, §3, of the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

The researcher undertakes to fully cooperate with Statbel in the investigation of the data breach and to fully cooperate with the administrative and/or civil proceedings against the FPS Economy, SMEs, Self-employed and Energy in respect of this personal data breach and all related proceedings.

#### **Article 14 – Technical and organisational measures**

Given the nature, the scope, the context and the purposes of the processing, as well as the risks, the likelihood and severity of which vary, to the rights and freedoms of data subjects, the researcher shall take all the appropriate technical and organisational measures in a timely manner in order to ensure data protection, confidentiality and integrity.

The researcher also undertakes to ensure that individual data cannot in any circumstance be identified directly or indirectly through the published results.

The researcher shall inform Statbel, without any delay, of any change in the technical and organisational measures related to data processing. Statbel reserves the right to suspend data communication and data processing for the period necessary to assess the timeliness and relevance of the new measures.

#### **Article 15 – Processing outside the European Economic Area**

Any processing of the data communicated, even for a short period, outside the European Economic Area, must be approved beforehand by Statbel. Such a processing covers the storage on servers outside the EEA, among others.

### **CHAPTER IV – PROVISIONS RELATED TO THE AGREEMENT**

#### **Article 16 – Duration and extension of the agreement**

The agreement is concluded for a period not exceeding the research duration as defined in *Annex 2*. At the end of this period, the data and possible backups shall be completely destroyed by the researcher. If the objectives described in *Annex 2* are fulfilled before the end of the period, the researcher shall destroy the data and possible backups early.

Without prejudice to the right reserved to Statbel to ask for a new agreement, the researcher may request an extension of this agreement according to the procedure defined by Statbel. Where appropriate, these provisions as well as the decision on data communication remain *mutatis mutandis* applicable.

#### **Article 17 – Modification of the original purposes of the processing**

Without prejudice to the right reserved to Statbel to ask for a new agreement, the researcher may request the modification of the purposes of the processing initially agreed upon according to the procedure defined by Statbel. Where appropriate, these provisions as well as the decision on data communication remain *mutatis mutandis* applicable.

### **Article 18 – Communication of new variables or new reference periods**

Without prejudice to the right reserved to Statbel to ask for a new agreement, the researcher may request the communication of new variables or new reference periods necessary to the research project according to the procedure defined by Statbel. Where appropriate, these provisions as well as the decision on data communication remain *mutatis mutandis* applicable.

### **Article 19 – Suspension of the agreement**

Statbel reserves the right to suspend the use and communication of data if the researcher fails to comply with the obligations of this agreement or is no longer able to ensure sufficient data protection, confidentiality and integrity, including through his behaviour and actions in other data requests. Where appropriate, the researcher shall be notified of the suspension by registered letter and it shall take effect 24 hours after receipt.

### **Article 20 – Termination of the agreement**

In the event of non-compliance with the provisions of this confidentiality agreement, the provisions referred to in Article 2 or with the general duty of care and diligence resulting in damages different from those resulting from the failure to fulfil an obligation of this agreement, Statbel reserves the right to terminate the confidentiality agreement.

This possibility is without prejudice to the right reserved to Statbel to claim compensation for the damage suffered and to refuse to conclude any other confidentiality agreement with this researcher, any other organisation the researcher is a party to or any other organisation created to circumvent the prohibition, for a duration set by Statbel taking into account the circumstances of the failure to comply with his obligations. The measure shall be lifted after opinion of the Data Protection Officer.

Statbel reserves the right, without any compensation being owed, to terminate the present agreement at any time if, for technical, legal or opportunistic reasons, the provision of the data specified in *Annex 1* is no longer possible, temporarily or definitively.

## **CHAPTER VII – FINAL PROVISIONS**

### **Article 21 – Merger clause**

This agreement and its annexes are the whole agreement between the parties as to its subject matter. It terminates, as from its date of entry into force, all commitments or agreements previously concluded between the parties as to the same subject matter.

### **Article 22 – Interpretation of the provisions of the confidentiality agreement**

The researcher undertakes to inform Statbel in advance of any situation, which, considering the provisions of the present confidentiality agreement, could give rise to any doubt or ambiguity; an arrangement would then be sought, while remaining in the framework and spirit of the agreement.

### **ARTICLE 23– CONFLICTS RESOLUTION**

Prior to any act of a judicial nature aimed at obtaining the compliance with the obligations provided for in this agreement, the parties undertake to make every effort to reach a solution in accordance with the spirit of the contract.

Done in Brussels<sup>1</sup>

**For Statbel,**

**For the researcher,**

Mrs. M. VANDRESSE  
Director-General

Mr. Z. LALAK  
Vice-Rector for Research

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<sup>1</sup> On the date of the qualified electronic signature of the agreement in accordance with Article 3, §12, of Regulation (EU) n° 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.



## Annexes to the present agreement

### Annex 1

- Definition of the data and data categories requested
- Population
- Reference period
- Frequency of data delivery

### Annex 2

- Description of the research theme
- Description of the research purposes
- Duration of data retention by the researcher
- Terms of data communication
- Description of the technical and organisational measures in order to ensure data protection

### Annex 3

- Person responsible for the research supervision
- Identification elements of the research performers

### Annex 4

- Extract from the law of 4 July 1962 on public statistics

### Annex 5

- Identification and commitment form of the subcontractor

### Annex 6

- Identification of the Data Protection Officers

Annex 1
Definition of the data and data categories requested
Pseudonymised data of the Labour Force Survey and the Ad hoc modules on working conditions and job skills.
Population
Belgium
Reference period
<ul style="list-style-type: none"> <li>• 2001 to 2023</li> <li>• Module data: 2019 and 2022</li> </ul>
Frequency of data delivery
Once

Annex 2
Research theme
Globalization- and Technology-Driven Labour Market Change and Fertility (LABFER)
Research purposes
The research concentrates on family and gender consequences of the recent changes in the labour market caused by technological advancement and globalisation. These changes include, among others, rising demand for specific skills, displacement of low-and-medium educated workers (e.g. by robots), spread of new work arrangements (e.g., on-call work, telework / remote work, agency work, crowd-working), increasing work demands and growing inequalities in labour market prospects between the low-and-medium skilled and the highly skilled individuals.
Duration of data retention by the researcher
30/9/2025
Terms of data communication
<p>The parties undertake to exchange data only via a secure channel that also guarantees confidentiality using state-of-the-art encryption.</p> <p>To this end, Statbel will provide limited access to its SFTP server or use Belnet.be Fedsender to transfer data. In addition, Statbel will provide a GPG key (GNU Privacy Guard) so that data can be delivered in encrypted form. In the event of a change and/or evolution in technology, the terms and conditions and security measures agreed between the parties must at all times remain consistent with this commitment.</p>
Description of the technical and organisational measures in order to ensure data protection
<ul style="list-style-type: none"> <li>• The data are kept on a secure shared drive on the institution's servers. Access is restricted to researchers involved in the project.</li> <li>• If the data are stored (even if only temporarily) on a mobile device or local PC, the storage medium or hard drive will be encrypted.</li> <li>• Under no circumstances will the data be stored unencrypted in OneDrive or a similar cloud service.</li> <li>• The employees involved are trained to handle confidential data.</li> <li>• A firewall and Anti-virus software are installed to protect the data. These are updated at regular intervals.</li> <li>• The researcher has a security advisor, an IT Security Officer and Data Protection Officer (DPO) who are aware of the processing of the requested data.</li> <li>• The researcher has records of processing activities (in accordance with Art. 30 GDPR);</li> </ul>

### Annex 3

Supervisor		
Name	Lalak	
First name	Zygmunt	
Position	Vice-Rector for Research	
Address	Street	Długa
	Number	44/50
	Box	n/a
	Postal code	00-241
	Town	Warsaw (Poland)
Telephone number	+48225520350	
Email address	prorektor.nauka@adm.uw.edu.pl	
Signature and date		
Identification elements of the research performers		
<p>In accordance with Article 3 of the confidentiality agreement, the researcher is requested to provide to <b><u>statbel.datarequests@economie.fgov.be</u></b> the following identification elements:</p> <ul style="list-style-type: none"><li>- Name ;</li><li>- First name ;</li><li>- Position ;</li><li>- Complete address ;</li><li>- Telephone number ;</li><li>- Email address ;</li><li>- Date of birth.</li></ul>		

## Annex 4

### Extract from the law of 4 July 1962 on public statistics

#### Criminal law provisions.

Article 22.- A fine of between 26 francs and 10,000 francs shall be imposed on:

1° Any person who, being required to supply information pursuant to this law and its implementing decrees, fails to comply with those obligations;

2° Any person who opposes the investigations and findings referred to in Article 19 or the automatic enforcement as set out in Article 20 or hinders the activities of the people in charge of these investigations and findings or of the automatic enforcement;

3° Any person who uses for purposes not permitted by this law the individual data collected pursuant to this law or the global but confidential data referred to in the second paragraph of Article 2 (c).

4° Any person who fails to comply with the obligations or prohibitions concerning the collection of statistical data, imposed by a legal provision which is directly applicable and is issued by an institution of the European Union.

The penalty shall be doubled and imprisonment for a period of eight days to one month may also be ordered if the offence is committed within five years from the date on which a previous conviction on account of any of the offences referred to in this article became irrevocable.

Article 23.- The provisions of book I of the Penal Code, including chapter VII and Article 85, shall apply to the offences described in Article 22.

Annex 5	
Identification and commitment form of the subcontractor	
Initial agreement number	
Contact details of the subcontractor	
Name	
Legal status	
CBE number	
Address	Street
	Number
	Box
	Postal code
	Town
Brief description of the organisation (mission, structure, legal basis, etc.)	
Description of subcontracting	
Contact details of the contact person	
Name	
First name	
Position	
Address	Street
	Number
	Box
	Postal code
	Town
Email address	
Telephone number	
Signature	
Signature of the researcher	Signature of the subcontractor

## Annex 6

### Identification of the Data Protection Officers

#### Statbel

Name	Meersseman	
First name	Erik	
Position	Data Protection Officer	
Address	Street	Boulevard du Roi Albert II
	Number	16
	Box	
	Postal code	1000
	Town	Bruxelles
Telephone number	02/277 93 93	
Email address	Statbel.dpo@economie.fgov.be	
Researcher		
Name	Ferenc	
First name	Dominik	
Position	Data Protection Officer	
Address	Street	Długa
	Number	44/50
	Box	n/a
	Postal code	00-241
	Town	Warsaw (Poland)
Telephone number		
Email address	iod@adm.uw.edu.pl	