

# End User Licence Agreement



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**Public**

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## 1. Scope

This controlled document is used to manage the contents of a UK Data Archive contract template. Copies released to the public may omit all sections prior to section 2 (including the cover page, document control and version history) but will reference this controlled document in the form '*this document is based on the UK Data Archive controlled document: Identifier, title, version number*'.

Visit the [UK Data Service website](#) for public versions of this contract.

## 2. Introduction

This End User Licence (EUL) Agreement is made between you and the University of Essex (also referred to as the "Registering Organisation") and the Service Funders in order to provide you (the "End User") with the right to use the Data Collections provided via the UK Data Service and the UK Data Archive, according to the terms below.

All users of Safeguarded and Controlled Data Collections provided by the UK Data Archive, on behalf of UK Data Service have to agree to the terms specified in the EUL. The registration process requires all users to accept the terms in this licence before their account is activated.

## 3. The parties

This Agreement is agreed between:

1. The individual Registered User of UK Data Service.
2. The University of Essex (also referred to as the "Registering Organisation") acting by its UK Data Archive of Wivenhoe Park, Colchester, CO4 3SQ (the "Data Service Provider").

In the event of the University of Essex ceasing to be a legal entity, this licence will be transferred to the Economic and Social Research Council (ESRC) or its successors.

## 4. Definition of terms

**Data Collection:** The Dataset(s), Documentation, Metadata, occasionally code, provided by the Depositor for dissemination to the designed user community and curated by the UK Data Service in accordance with the Collections Development Policy and Selection and Appraisal Criteria.

**Metadata:** Information that describes significant aspects (e.g. content, context and structure of information) of a resource; metadata are created for the purposes of resource discovery, managing access and ensuring efficient preservation of resources.

**Dataset:** Any computer file (or set of files) which is organised under a single title and is capable of being described as a coherent unit.

**Documentation:** Accompanying files that enable users to understand a dataset, exactly how the research was carried out and what the data mean. Usually consisting of data-level documentation i.e. about individual databases or data files and study-level documentation i.e. high-level information on the research context and design, the Data Collection methods used, any data preparations and manipulations, plus summaries of findings based on the data.

**User:** A person who makes use of Data Collection(s) from the Data Service Provider.

**Registered User:** A User who has registered with the UK Data Service and therefore agreed online to the End User Licence Agreement. Also referred to as the End User.

**Authorised User:** Member of an institution authorised by the UK Data Service to use the Data Collection(s) under a site licence or re-distribution agreement, or individuals who have signed an access agreement in relation to work being undertaken by a Registered User (e.g. students undertaking course-related work who have signed an Access Agreement for Teaching [Academic Sector] form).

**Data Service Provider:** The person(s) or organisation(s) that directly provide the User with the Data Collections (on behalf of the Service Funder) and identified in the Metadata applicable to that Data Collection. A Data Service Provider may also provide user support, training, and research data management advice.

**Service Funder:** The persons or organisations that fund the Data Service Provider.

**UK Data Service:** Is a Data Service Provider funded by UKRI through the Economic and Social Research Council and supported by Universities of Essex, Manchester, Southampton, Edinburgh, University College London and Jisc. Also referred to as the Service. Also referred to as the Service.

**UK Data Archive:** Is a department of the University of Essex and the lead institution of the UK Data Service. The Archive is used specifically to denote those cases where the University of Essex is the legal entity, contractually responsible for specific activities. Also referred to as the Archive.

**Depositor:** The person named on the Deposit Licence Agreement having sufficient responsibility to grant particular rights on behalf of a Data Collection. The Depositor may be the principal investigator, creator or the copyright owner of a Data Collection, or authorised to grant the Deposit Licence Agreement.

**User Agreement:** An agreement setting out the terms and conditions of data use and establishing the rights and responsibilities of the Registered User.

**End User Licence Agreement:** The User Agreement entered into by a User when registering to access Safeguarded and Controlled data from the UK Data Service.

**Personal Data:** Are defined as in accordance with the UK General Data Protection Regulation (UK GDPR) Article 4(1) and the Data Protection Act (DPA) 2018 s3(2) as: data that relate to

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an identified or identifiable natural person, be it directly or indirectly, taking into account other information derived from published sources.

**Data Owner:** The natural or legal person, public authority, agency or any other body which alone, or jointly with others, holds the copyright and associated intellectual property rights in a Data Collection.

**Data Team:** In relation to a particular data collection, the Registering Organisation, the relevant Data Service Providers, and (to the extent that the Data Collection Metadata expressly provide) the Service Funder(s), Data Collection Funder(s) and/or Original Data Creators or Depositors.

**Original Data Creator:** The natural or legal person, public authority, agency or any other body which alone, or jointly with others, that originally collected and created the Data Collection(s). The original data creator for a particular Data Collection is identified in the metadata applicable to that Data Collection.

**Registering Organisation:** The person(s) or organisation(s) responsible for the system that registers Users and issues them with End User Licence Agreements (being the University of Essex).

**Commercial Use:** Research is defined as 'commercial' where a direct objective is to generate revenue and/or where data are requested for sale, resale, loan, transfer or hire.

## 5. Agreement

1. To use the Data Collection(s) only in accordance with this EUL Agreement and to notify promptly the Registering Organisation and the Data Service Provider of any non-compliance with its terms in writing or of any infringements of the Data Collection(s) of which I become aware.
2. To use and to make personal copies of any part of the Data Collection(s) only for the purposes of not-for-profit research or teaching or personal educational development. To obtain permission prior to using part or all of the Data Collection(s) for commercial purposes by contacting the Registering Organisation and/or relevant Data Service Provider, where relevant, in order to obtain an appropriate licence from the rights holder(s) in question or their permitted licensee if one is available.
3. That this EUL does not operate to transfer any interest in intellectual property from the Data Collection funders, Service Funder(s), the Data Service Provider(s), the Original Data Creator(s), producers, Depositor(s), copyright or other right holders (including without limitation the Office of National Statistics or the Crown) to me. That any rights subsisting in materials derived now or in the future from the Data Collection(s) which are the intellectual property of the Crown are hereby assigned (by way of assignment of present and future intellectual property) to the Crown by this EUL to the extent not already vested in the Crown. To take all steps necessary to give effect to this Clause

(including by executing further written documentation).

4. That the Agreement and the Data Collection(s) are provided by the Data Team on an "as is" basis and without warranty or liability of any kind. Any representations or warranties given by any member of the Data Team relating to this licence, expressed or implied, are excluded to the maximum extent permitted by law.
5. To abide by any further conditions notified to me from time to time by the Registering Organisation or the relevant Data Service Provider that may apply to the access to, or use of, specific materials within the Data Collection(s) or particular Data Collections. Notice of further conditions under this paragraph may be given to me by electronic means, for example, by way of a pop-up window upon my ordering one or more Data Collections. Acceptance of the further conditions shall be required before I gain access to the Data Collection(s) in question. In this Agreement such further conditions are referred to as Special Conditions.
6. To give access to the Data Collections, in whole or in part, or any material derived from the Data Collections, only to End Users with a registered use who have entered into the EUL and accepted any relevant Special Conditions, or additional agreements such as a Commercial Licence, necessary to access and use the Data Collection(s) (with the exception of Data Collection(s) or material derived from Data Collection(s) supplied for the stated purpose of teaching and shared under the terms and conditions of the Access Agreement for Teaching or included in publications made for the purposes set out under clause 2).
7. To ensure that the means of access to the data (such as passwords) are kept secure and not disclosed to a third party except by special written permission or licence obtained from the original Data Service Provider.
8. To respect legal and ethical obligations and to preserve at all times the confidentiality of information pertaining to individuals and/or households in the Data Collection(s). Not to use the data to attempt to obtain or derive information relating specifically to an individual or household, nor to claim to have obtained or derived such information. In addition, to preserve the confidentiality of information about, or supplied by, organisations recorded in the Data Collection(s). This includes the use or attempt to use the Data Collection(s) to compromise or otherwise infringe the confidentiality of individuals, households or organisations
9. To acknowledge, in any publication, whether printed, electronic or broadcast, based wholly or in part on the Data Collection(s), the Original Data Creator(s), Depositor(s) and copyright holders, the Service Funder(s) and the Data Service Provider(s) in the form specified in accompanying metadata received with the Dataset or notified to me and without prejudice to clause 5 above to comply with any restrictions on my use of the Data Collection(s) referred to or referenced therein or otherwise notified to me from time to time. To cite, in any publication, whether printed, electronic or broadcast, based

- wholly or in part on the Data Collection(s), the Data Collection(s) used in the form specified in accompanying metadata received with the Dataset or notified to me.
10. To supply the relevant Data Service Provider with the bibliographic details of any published work based wholly or in part on the Data Collection(s).
  11. That the members of the Data Team may hold and process any Personal Data submitted by me for authentication, statistical purposes, and for the management of the Service. Information collected at the point of registration with the Service, under the terms and conditions of registration and this Agreement will only be passed to: (i) a Data Collection Depositor or their nominee in relation to my use of the data collection, so that they can contact me directly a) if I breach the terms of our EUL, or b) the Depositor or their nominee requires information on how I have used their Data Collection(s); (ii) my own institution or organisation where necessary for the administration of the Service; and (iii) where my research funder requires me to deposit data with the Service to confirm whether the deposit has taken place. We also share anonymised and aggregated statistics with Depositor(s) or their nominee about the use of their Data Collection(s).
  12. To notify the Data Service Provider of any errors discovered in the Data Collection(s).
  13. That any Personal Data submitted by me is accurate to the best of my knowledge, and that any changes in that Personal Data, including my educational or employment status, will be made known to the Registering Organisation at the earliest possible opportunity.
  14. To meet any charges that may from time to time be levied by any member of the Data Team for the supply of the Data Collection(s) including, where relevant, annual service fees and royalty fees.
  15. At the conclusion of my research (or if earlier at any time at the request of a member of the Data Team), to offer for deposit on a suitable medium and at my own expense any new Data Collection(s) which have been derived from the materials supplied or which have been created by the combination of the data supplied with other data and where permission to do so is in place. The deposit of the derived Dataset(s) will include sufficient explanatory Documentation and Metadata to enable the new Data Collection(s) to be accessible to others.
  16. To, at the end of the access period, destroy all copies of the data, including temporary copies, printed copies, personal copies, back-ups, subsets of variables/cases, derived datasets and all electronic copies including copies held on portable media e.g. CD/DVD/memory stick according to standards specified in the [Research Data Handling and Security: Guide for Users](#).
  17. Understand that non-compliance with any of the provisions of this EUL Agreement will lead to immediate termination of access to all services provided by the Data Team
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either permanently or temporarily, at the discretion of a member of the Data Team, and may result in legal action being taken against me as set out in the [UK Data Service Licence Compliance Policy](#). Understand that where there is compliance with this EUL, it may be terminated, or its terms altered, by a member of the Data Team either after 30 days' notice; or, if a service charge has been paid in advance, at the end of the period for which payment has been made, whichever is the longer. The failure to exercise or delay in exercising a right or remedy provided by this EUL or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

## 5.1 Disclaimers

To the extent that applicable law permits:

1. The members of the Data Team bear no legal responsibility for the accuracy or comprehensiveness of the data supplied.
2. The members of the Data Team accept no liability for, and I will not be entitled to claim against them in respect of, any direct, indirect, consequential or incidental damages or losses arising from use of the Data Collections, or from the unavailability of, or break in access to, the service, for whatever reason.
3. Whilst steps have been taken to ensure all licences, authorisation and permissions required for the granting of this EUL have been obtained, this may not have been possible in all cases, and no warranties or assurance are given in this regard. To the extent that additional licences, authorisations and permissions are required to use the Data Collections in accordance with this EUL, it is the End User's responsibility to obtain them.
4. I agree to indemnify and shall keep indemnified each member of the Data Team against any costs, actions, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising from or in connection with any third party claim made against any member of the Data Team relating to my use of the Data Collections or any other activities in relation to the data where such use is in non-compliance with this licence.

If the whole or any part of a provision of this EUL Agreement is void, unenforceable or illegal for any reason, that provision will be severed and the remainder of the provisions of this Agreement will continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

This EUL Agreement may be enforced separately in relation to each Data Collection provided to the End User by any member of the Data Team and the End User. No other persons may enforce this Agreement under the Contract (Rights of Third Parties) Act 1999.

This EUL Agreement (which is the entire agreement between the parties and supersedes any

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previous agreement between them) may be varied in writing by agreement of the relevant Service Funders, the Registering Organisation, and the End User (who may give its consent to such variations by electronic means). No consent from any other party is required to vary or rescind this Agreement.

This EUL Agreement and any documents to be entered into pursuant to it shall be governed by and construed in accordance with the laws of England and Wales and each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement and the documents entered into pursuant to it.

## 6. Declaration

I, the Registered User ('End User'), confirm that:

- All the information I provide is true and accurate.
- I have read, understood and will abide by any and all terms and conditions of the [End User Licence](#) Agreement.

## 7. End User Licence summary text

Below are seventeen points to help you understand the EUL. These pointers are for general guidance and you must read and understand the full EUL before agreeing to it. By accepting the EUL, you agree:

1. To use the data in accordance with the EUL and to notify the UK Data Service of any non-compliance you are aware of.
2. Not to use the data for commercial purposes without obtaining permission and, where relevant, an appropriate licence if commercial use of the data is required.
3. That the EUL does not transfer any interest in intellectual property to you.
4. That the EUL and Data Collection(s) are provided without warranty or liability of any kind.
5. To abide by any further conditions notified to you.
6. To give access to the Data Collections only to Registered Users with a registered use (who have accepted the terms and conditions, including any relevant further conditions). There are some exceptions regarding the use of Data Collection(s) for teaching and the use of Data Collection(s) for Commercial purposes set out in an additional Commercial Licence.
7. To ensure that the means of access to the data (such as passwords) are kept secure and not disclosed to anyone else.

8. To comply with all obligations to preserve the confidentiality of, and not attempt to identify, individuals, households or organisations in the data.
9. To use the correct methods of citation and acknowledgement in publications.
10. To send the UK Data Service bibliographic details of any published work based on our Data Collections.
11. That Personal Data about you may be held for validation and statistical purposes and to manage the service, and that these will only be passed on to the following, in specific circumstances: the Data Collection Depositor or their nominee, your own institute or your research funder.
12. To notify the UK Data Service of any errors discovered in the Data Collections.
13. That Personal Data submitted by you are accurate to the best of your knowledge and kept up to date by you.
14. To meet any charges that may apply.
15. To offer for deposit any new Data Collection(s) which have been derived from the materials supplied, where permission to do so has been granted.
16. To, destroy **all** copies of the data to the standards specified in point 1.16 to the standards specified in the [Research Data Handling and Security: Guide for Users](#).
17. That any non-compliance with the EUL will lead to immediate termination of your access to the services and could result in legal action against you.

[www.ukdataservice.ac.uk](http://www.ukdataservice.ac.uk)

[help@ukdataservice.ac.uk](mailto:help@ukdataservice.ac.uk)

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