



Licence Agreement

EXTERNAL

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WE ARE SUPPORTED BY THE **UNIVERSITY OF ESSEX**, THE **UNIVERSITY OF MANCHESTER**, THE **ECONOMIC AND SOCIAL RESEARCH COUNCIL**, AND **JISC**

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Scope

This controlled document provides the UK Data Archive with the necessary permissions to provide access to data under specified conditions of use.

The Licence Agreement is made between the University of Essex acting by its UK Data Archive and the Depositor.

1 Licence Agreement

This licence is non-exclusive; this means that the data owner(s) can deposit and/or make available their Data Collection elsewhere. Copyright in the original data remains with the data owner(s) and is not transferred when data are deposited. This licence entitles the UK Data Archive to include the Data Collection in its holdings and to provide access to the Data Collection under the conditions specified in 2 Access Conditions.

Please read all of the terms of this agreement if you accept the terms complete the details below and retain a copy for your records.

1.1 Definitions

'Agreement'	this document including all of its terms and conditions.
'Registered User'	a user who has registered with the UK Data Service and therefore agreed online to the terms and conditions of the Service.
'Authorised User'	member of an institution authorised by the Data Service Provider to use the Data Collection 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 <i>Access Agreement for Teaching [Academic Sector]</i> form).
'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.
'Non-Commercial Use'	any individual employed by, or undertaking research for any organisation, may use data even if this entails monetary reward, where a public good results from the use. Public good can be defined as an activity which widens access to information sourced from our collection and has social or economic benefit.
'Data Collection'	the material to be provided by the Depositor under the terms and conditions of this Agreement.
'Depositor'	the person or persons licensing the Data Collection.
'Open Access'	access suitable for data not classified as 'Personal Data' or 'Personal Information' and with no residual risk of disclosure.
'Safeguarded Access'	access suitable for data not classified as 'Personal Data' or 'Personal Information' but that have a potential residual disclosure risk.
'Controlled Access'	access suitable for data classified as 'Personal Data' or 'Personal Information' or data considered to be particularly sensitive or confidential.
'Personal Data'	any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an

	identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
'Personal Information'	information that relates to, and identifies, an individual (including a body corporate) taking into account other information derived from published sources (as defined in s39 (2) of the Statistics and Registration Services Act).
'Data Controller'	the natural or legal person, public authority, agency or any other body which alone, or jointly with others, determines the purposes and means for the processing of Personal Data; where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the Controller) may be designated by those laws.
'Data Processor'	a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.

2 Access Conditions

I grant a non-exclusive, royalty-free licence to the University of Essex acting by its UK Data Archive of Wivenhoe Park, Colchester, CO4 3SQ (the "Data Service Provider") to hold, make copies of, and provide access to the Data Collection, in accordance with the specified access condition below.

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.

2.1 Open Access

This option is available for data that are neither Personal Data nor Personal Information and with no residual risk of disclosure. The Data Collection is to be made available to any user without the requirement for registration¹ for download/access under an:

- Open Government Licence² (check eligibility to use this licence see Open Government Licence Guidance for Information Providers).³
- Creative Commons Licence⁴ – please specify your chosen licence (Attribution-International recommended). 70T
- Equivalent Open Licence – please provide a link or attach/append. 70T

2.2 Safeguarded Access

This option is available for data that are neither Personal Data nor Personal Information but where there is a potential residual disclosure risk.

- The Data Collection is to be made available for download to any Registered or Authorised User.⁵

¹ Number of downloads available on request

² <http://www.nationalarchives.gov.uk/doc/open-government-licence/>

³ <http://www.nationalarchives.gov.uk/documents/information-management/ogl-information-provider-guidance.pdf>

⁴ <http://creativecommons.org/choose/>

⁵ Usage report available upon request

In addition, requests for Commercial Use (see 1.1 Definitions) of data are to be subject to the permission of the data owner or his/her nominee.

If you wish to discuss additional conditions, please contact collections@ukdataservice.ac.uk.

2.3 Controlled Access

This option is only available for data classified as Personal Information or Personal Data and data that are particularly sensitive, commercially or otherwise.

Contact collections@ukdataservice.ac.uk before selecting Controlled Access.

The Data Collection is to be accessed remotely by registered, approved (by the data owner or his/her nominee) and trained users through a secure virtual private network:

- (i) via the researcher's own institutional desktop PC and
- (ii) via a Micro Safe Setting Network approved SafePod with equivalent security as determined by the Data Service Provider and
- (iii) via the Safe Room at the UK Data Archive or a Safe Room elsewhere with equivalent security as determined by the Data Service Provider.

Each applicant must follow the steps specified on the UK Data Service website.⁶ Controlled access is currently only available for certain data communities.

3 Terms and Conditions

3.1 The Depositor shall:

3.1.1. Promptly notify the Data Service Provider by email to collections@ukdataservice.ac.uk of:

- any change of copyright ownership affecting the Data Collection;
- any confidentiality, privacy or data protection issues pertaining to the Data Collection;
- any change of contact details.

3.1.2. Indemnify and shall keep indemnified the Data Service Providers and its employees and appointed agents against all damages, losses, claims, costs and expense for which they become legally liable to the extent that they are directly caused by a negligent act or omission or non-compliance with this Agreement committed by or on behalf of the Depositor. This indemnity shall survive the termination of this Agreement for any reason. The depositor's liability under this indemnity shall not exceed £500,000.

3.2 The Data Service Provider Shall:

3.2.1. Make copies of the Data Collection available for distribution worldwide in an electronic form (subject to any limitations imposed by the access condition);

3.2.2. Electronically store, translate, copy or re-arrange the Data Collection to ensure its future accessibility (subject to any limitations imposed by the access condition);

3.2.3. Enhance, validate and document the Data Collection;

3.2.4. Provide an online catalogue record for the Data Collection and incorporate metadata or documentation in the Data Collection into other public access catalogues;

⁶ <https://www.ukdataservice.ac.uk/get-data/how-to-access/accesssecurelab>

- 3.2.5. Not be under any obligation to reproduce, transmit, broadcast or display the Data Collection in the same formats or resolutions as that in which it was originally deposited;
- 3.2.6. Retain the right to remove all or any part of the Data Collection if it is found to be in non-compliance with the law;
- 3.2.7. Request users publishing any work based in whole or in part on the Data Collection to include a clear reference to the dataset (citation), acknowledging the original data creators, depositors or copyright holders, as well as the UK Data Archive as publisher;
- 3.2.8. Not be under any obligation to take legal action on behalf of the Depositor or other rights-holders in the event of non-compliance with any intellectual property rights or any other right in the Data Collection deposited;
- 3.2.9. Put in place appropriate technical and organisational measures to protect the Data Collection against any unlawful or unauthorised processing and any accidental loss or destruction or damage;
- 3.2.10. Shall incur no liability, either express or implied for the Data Collection or for the loss of or damage to the Data Collection;
- 3.2.11. Align with the general principles of the HMG Security Policy Framework as updated from time-to-time and any successor guidelines;
- 3.2.12. Ensure that the Data Collection which is processed by the UK Data Archive and its personnel are subjected to the controls of the information security management system the UK Data Service implements and maintains;
- 3.2.13. Take reasonable measures to prevent unauthorised access to the Data Collection whilst it is under its control;
- 3.2.14. Hold, or jointly hold with any other relevant parties, the copyright in any additional data it adds, and any search software, user guides, documentation and any other intellectual property rights that it prepares to assist users in using the Data Collection.

3.3 Terms and Conditions of Controlled Access

- 3.3.1. This section applies to data defined as controlled (which contains Personal Data or information). It sets out the roles and responsibilities of the processing of this Personal Data between the UK Data Archive (as a Data Processor) and the Data Controller depositing data for research and archiving purposes, as is required in accordance with Article 28 of the General Data Protection Regulation (2016/679) hereafter the 'GDPR'.
- 3.3.2. As part of our Processor obligations, we assess and prepare the data for preservation and dissemination to approved researchers. This includes reviewing, editing and amending these data in accordance with the Data Controller's instructions.
- 3.3.3. Types of Personal Data and categories of Data Subjects for this licence are described in Appendix B.
- 3.3.4. The UK Data Archive will process the Personal Data only on the documented instructions of the Controller, including the transfer of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law. In such cases, the UK Data Archive shall inform the Controller of that legal requirement before processing, unless the law prohibits such information grounds of public interest.
- 3.3.5. UK Data Archive staff which process Personal Data are required to comply with statutory obligations of confidentiality, have signed a non-disclosure agreement and receive data security and data protection training.
- 3.3.6. Taking into consideration the requirements of Article 32 of the GDPR, the UK Data Archive implements a variety of organisational and technical measures to protect and ensure

the security of the processing of Personal Data. Further details are available upon request: collections@ukdataservice.ac.uk.

3.3.7. The UK Data Archive will not engage sub-processors without the prior specific or general written permission of the Controller. If the UK Data Archive were to request to, the same data protection obligations as set out in this licence would be applicable to the sub-processor agreement.

3.3.8. The UK Data Archive will assist the Controller, in fulfilment of its obligations to respond to requests for exercising data subject's rights as laid down in Chapter III of the GDPR, without undue delay and will not perform any processing activities on the data upon request of a data subject without the written instruction of the Controller.

3.3.9. The UK Data Archive will assist the Controller in ensuring their compliance with Articles 32 to 36 of the GDPR. Namely, (i) the security of processing; (ii) notification of a personal data breach to the ICO; (iii) communication of a personal data breach to data subjects; (iv) a data protection impact assessment; and (v) prior consultation, taking into account the nature of our processing and the information available to us.

3.3.10. If the UK Data Archive identifies a Personal Data breach (as defined in Article 4 (12) of the GDPR), without undue delay it will inform the Controller of the breach and provide the following information: (i) a description of the nature of the Personal Data breach; (ii) the name and contact details of the DPO; (iii) a description of the likely consequences of the Personal Data breach; and, (iv) a description of the measures taken to address the breach.

3.3.11. At the request of the Controller, or at the end of this licence, the UK Data Archive will securely delete or return all Personal Data to the Controller, unless Union or Member State law requires storage of the Personal Data.

3.3.12. The UK Data Archive will make available to the Controller any information necessary to demonstrate its compliance with its obligations laid down in Article 28 of the GDPR, and as far as is reasonably practicable, allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

3.3.13. If the UK Data Archive believes an instruction from the Controller infringes the GDPR or other Union or Member State data protection legislation it will immediately inform the Controller.

4 Disclaimer

Although all efforts are made to ensure the quality of the Data Collection, neither the original data creators, depositors, copyright holders or funders, the Data Service provider nor the UK Data Archive, bear any responsibility for the accuracy or comprehensiveness of the Data Collection.

4.1 Communications

4.1.1. Any notice may be delivered in writing to the most recent address supplied/provided by the Depositor and shall be deemed to have been served when confirmation of receipt is received from the system of the recipient. If no reply is received to a notice under this Agreement, the consent of the recipient will be deemed to have been given after thirty (30) days have elapsed from the issue of that notice.

4.1.2. If the Data Service Provider wishes to propose an amendment to any of the access conditions set out under Section 2 of this Licence Agreement the Data Service Provider shall issue a request in writing to the Depositor at the Depositor's last known address. If the Data Service Provider does not receive a response within 30 days of the date of that request the Depositor shall be deemed to have granted that request in its entirety.

4.2 Term

4.2.1. This agreement shall continue for the duration of copyright in the Data Collection unless terminated by either party.

4.2.2. Where there is an existing licence for this Data Collection with the Depositor and the Data Service provider, this agreement shall replace it.

4.2.3. The University and the Depositor may terminate this Agreement immediately in the event of any non-compliance with the Agreement which cannot be remedied or is not remedied within thirty (30) days of the party in non-compliance being requested to do so by the other party and all obligations shall cease except where specified otherwise under this Agreement.

4.2.4. Where there is compliance, either party may terminate this Agreement upon six (6) months written notice. All data will be deleted or returned unless legislation requires ongoing storage.

4.3 General

4.3.1. This Agreement is binding on and will benefit the successors and assigns of the parties.

4.3.2. The Data Service Provider will not assign, transfer or subcontract the Agreement or any rights under it without prior written permission of the Depositor.

4.3.3. This Agreement constitutes the entire agreement between the parties. No variation will be effective without mutual agreement by the parties in writing.

4.3.4. If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.

4.3.5. This Agreement does not create any partnership or joint venture between the parties.

4.3.6. No delay, neglect, or forbearance by either party in enforcing its rights under this Agreement shall waiver or prejudice those rights.

4.3.7. This Agreement is governed and interpreted in all respects under the laws of England and Wales and shall be subjected to the jurisdiction of the courts of England and Wales.

4.3.8. The Depositor and the Data Service Provider shall be under no liability for any loss or for any failure to perform any obligation hereunder due to causes beyond their control, including but not limited to, industrial disputes of whatever nature, Acts of God, hostilities, force majeure or any circumstances which they could not reasonably foresee and provide against.

5. Signature and Copyright

I have completed the details above and I have read all the terms and conditions of this Agreement. By accepting the terms and conditions I confirm that the Data Collection:

- (i) is not and shall be in no way a violation or infringement of any copyright, trademark, patent or intellectual property right whatsoever of any person(s) or organisation.
- (ii) does not contravene any laws currently in force, including but not limited to the law relating to defamation and obscenity.

I confirm that I am:

- the owner of the copyright and associated intellectual property rights in the whole Data Collection or am otherwise lawfully entitled to grant this licence;
- the joint owner of the copyright and associated intellectual property rights in the whole Data Collection and authorised to grant this licence on behalf of each and every joint owner whose full names and addresses appear in Appendix A;
- not the owner of the copyright and associated intellectual property rights in the whole Data Collection but am authorised to grant this licence on behalf of each and every owner whose full names and addresses appear in Appendix A (this includes institutional or organisational copyright holders).

Signed	
Name	
Email	
Position	
Department	
Organisation	
Date	
Postal address	

6 Controlled Access: Signature

I have completed the details above and I have read all the terms and conditions of this Agreement, in particular section 3.3, and confirm that I am:

- the Data Controller, or
- authorised to act on behalf of the Data Controller.

Data Controller	Name
Signed	
Email	
Date	
Or authorised on behalf of Data Controller	Name
Signed	
Email	
Date	
Data Protection Officer (DPO)	Name and institution
DPO Phone Number	
DPO Email	

7 Appendix A

Names and addresses of copyright holders other than the Depositor (this includes institutional or organisational copyright holders).

Name	
Email	
Department	
Organisation	

8 Appendix B

This Appendix contains information that **must** be included in a Controlled Access Licence on the types of Personal Data and categories of Data Subjects, as required by Article 28(3) of the GDPR.

Types of Personal Data included in the research data

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Categories of Data Subjects included in the research data

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Please also include a copy of the Privacy Impact Assessment when depositing the data collection(s).