

# End User Licence

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**Public**

26 February 2021

Version: 09.00

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# 1 End User Licence (EUL) Text

This Agreement is made between you and the University of Essex (also referred to as the "registrar") and the service funders in order to provide you (the "End User") with the right to use the collections provided via the UK Data Service and the UK Data Archive, according to the terms below.

In this agreement:

**"Data Team"** means in relation to a particular data collection, the registrar, the relevant data service providers, and (to the extent that the Special Conditions and/or metadata specific to a particular data collection expressly provide) the service funders, data collection funders and/or original data creators or depositors.

**"data service provider"** means the persons or organisations that directly provide you with the data collections (on behalf of the service funder). The data service provider for a particular data collection is identified in the Special Conditions and/or metadata applicable to that data collection;

**"service funder"** means the persons or organisations that fund the data service provider as defined above. The service funder for a particular data collection is identified in the Special Conditions and/or metadata applicable to that data collection;

**"data collection funder"** means the persons or organisations that funded the collection and/or creation of the data collections. The data collection funder for a particular data collection is identified in the Special Conditions and/or metadata applicable to that data collection;

**"original data creator or depositor"** means the persons or organisations that originally collected, created or deposited the materials making up the data collections and/or who own the intellectual property rights in the data collections. The original data creator or depositor for a particular data collection is identified in the Special Conditions and/or metadata applicable to that data collection;

**"registrar"** means the person or organisation responsible for the system that registers End Users and issues them with End User Licences (being the University of Essex);

**"Special Conditions"** means any further conditions applicable to the use of one or more data collections by an End User, as notified to the End User in accordance with paragraph 5 of the End User Licence;

**"metadata"** means any additional or bibliographic information about one or more of the data collections, as notified to the End User from time to time. Metadata may be supplied by electronic means.

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

**I (the "End User") agree to the following conditions of use in consideration of the data collections being made available to me through the various contributions of each member of the Data Team:**

1. To use the data collections only in accordance with this End User Licence and to notify promptly the registrar and the data service provider of any non-compliance with its terms in writing or of any infringements of the data collections of which I become aware.
2. To use and to make personal copies of any part of the data collections 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 collections for commercial purposes by contacting the registrar 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 Licence does not operate to transfer any interest in intellectual property from the data collection funders, service funder(s), the data service providers, the original data creators, producers, depositors, copyright or other right holders (including without limitation the ONS or the Crown ) to me. That any rights subsisting in materials derived now or in the future from the data collections 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 Licence 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 Licence and the data collections 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 registrar or the relevant data service provider that may apply to the access to, or use of, specific materials within the data collections 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. My acceptance of the further conditions shall be required before I gain access to the data collections 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 registered End Users with a registered use who have entered into an End User Licence and accepted the relevant Special Conditions, such as a Commercial Licence, necessary to access and use the data collections (with the exception of data collections or material derived from data collections 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 in paragraph 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 preserve at all times the confidentiality of information pertaining to individuals and/or households in the data collections where the information is not in the public domain. Not to use the data to attempt to obtain or derive information relating specifically to an identifiable 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 collections. This includes the use or attempt to use the data collections 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 collections, the original data creators, depositors or copyright holders, the service funders and the data service provider(s) in the form specified on the data distribution notes or in accompanying metadata received with the dataset or notified to me and without prejudice to paragraph 5 above to comply with any restrictions on my use of the data collections 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 collections, the data

collections used in the form specified on the data distribution notes or 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 collections.
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 in relation to my use of the data collection, when there has been a breach of the terms of this EUL, or the data collection depositor requires information on how you have used that data collection; (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 depositors about the use of their data collections.
12. To notify the data service provider of any errors discovered in the data collections.
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 registrar 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 collections 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 in the data collection(s) on a suitable medium and at my own expense any new data collections which have been derived from the materials supplied or which have been created by the combination of the data supplied with other data. The deposit of the derived data collection(s) will include sufficient explanatory documentation to enable the new data collection(s) to be accessible to others.
16. Will, 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;
17. Will ensure that the data are destroyed to the standards specified in the Microdata Handling and Security: Guide to Good Practice.
18. I understand that non-compliance with any of the provisions of this Agreement will lead to immediate termination of my access to all services provided by the Data Team either permanently or temporarily, at the discretion of a member of the Data Team, and may result in legal action being taken against me. I understand that where there is compliance with this Licence, 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 Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

## **DISCLAIMERS**

To the extent that applicable law permits:

- a. The members of the Data Team bear no legal responsibility for the accuracy or comprehensiveness of the data supplied.

- b. 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.
- c. Whilst steps have been taken to ensure all licences, authorisation and permissions required for the granting of this Licence 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 Licence, it is the End User's responsibility to obtain them.
- d. 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 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 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 Agreement (which is the entire agreement between the parties and supersedes any previous agreement between them) may be varied in writing by agreement of the relevant service funders, the registrar, 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 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.

## 2 End User Licence (EUL) Summary text

Eighteen points to help you understand the End User Licence (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 collections 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 collections for teaching and the use of data collections 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 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, 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 collections which have been derived from the materials supplied
16. will, destroy **all** copies of the data to the standards specified in point 1.16
17. will ensure that the data are destroyed to the standards specified in the [Research Data Handling and Security: Guide for Users](#)
18. 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.