

# Deposit Licence Agreement

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**Public**

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# 1. Deposit Licence Agreement

This Deposit Licence Agreement (hereafter the 'Agreement') 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 section 3 Access Conditions.

Please read all of the terms of this agreement.

## 1.1 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 to 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.

**Designated User Community:** The UK Data Service's Designated User Community is made up of social science and related data users within Higher and Further Education in the UK, however services are designed for all users. All users are expected to have a basic understanding of social science methods and techniques relevant to the data collections being accessed.

**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

**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.

**Deposit Licence Agreement:** The non-exclusive agreement which 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 by the Depositor.

**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.

**Data Protection Legislation:** Laws relating to data protection, the processing and use of personal data, including the Data Protection Act 2018 (DPA 2018), General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR), the UK General Data Protection Regulation 2018 (UK GDPR), and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR.

**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 that widens access to information sourced from the UK Data Service collection and has social or economic benefits.

**Open Data:** UK Data Service Data Collections made available to any User without the

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requirement for registration for download/access.

**Safeguarded Data:** UK Data Service Data Collections made available to Registered User(s) and where appropriate, additional conditions/agreements are agreed to.

**Controlled Data:** UK Data Service Data Collections made available to ESRC Accredited Researcher(s) and DEA Accredited Researcher(s) via the Five Safes Framework. Also referred to as Secure Access data.

**Five Safes Framework:** A set of principles which enables Data Service Providers to allow accredited researchers access to sensitive data or data classified as 'Personal Data' or 'Personal Information' consisting of five safes: Safe Data, Safe Projects, Safe People, Safe Settings and Safe Outputs.

**Special Conditions:** 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 Agreement.

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

**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 section 39(2) of the Statistics and Registration Service Act 2007).

**Personal Data Breach:** A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

**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.

**Data Processor:** The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Data Controller.

**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.

## 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

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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 licencing 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 registration<sup>1</sup> for download/access under an:

- Open Government Licence<sup>2</sup> (check eligibility to use this licence see Open Government Licence Guidance for Information Providers).<sup>3</sup>
- Creative Commons Licence<sup>4</sup> – please specify your chosen licence (Attribution-International recommended). [Click here to enter text.](#)
- Equivalent Open Licence – please provide a link or attach/append. [Click here to enter text.](#)

## 2.2 Safeguarded Access

This licencing option is available for data that are neither Personal Data nor Personal Information but where there is a potential residual disclosure risk. These data are defined as effectively anonymised<sup>5</sup>.

The Dataset is to be made available for download to any Registered or Authorised User.<sup>6</sup>

- 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 Special Conditions, please contact [collections@ukdataservice.ac.uk](mailto:collections@ukdataservice.ac.uk).

## 2.3 Controlled Access

This licencing 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](mailto:collections@ukdataservice.ac.uk) before selecting Controlled Access.

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<sup>1</sup> Number of downloads available on request

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

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

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

<sup>5</sup> <https://ico.org.uk/media/about-the-ico/documents/4018606/chapter-2-anonymisation-draft.pdf>

<sup>6</sup> Anonymised usage report available upon request

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The Dataset is to be accessed remotely via the Five Safes Framework<sup>7</sup> by Registered, approved (by the Depositor or their nominee) and trained users through a secure connection method as determined by the Data Service Provider.

Each applicant must follow the steps specified on the UK Data Service website.<sup>8</sup> 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](mailto: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. Meet all warranties and obligations under this Agreement (see 4 Warranties and Obligations).

### 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.

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 Data Collection (citation), acknowledging the original data

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<sup>7</sup> <https://ukdataservice.ac.uk/help/secure-lab/what-is-the-five-safes-framework/>

<sup>8</sup> <https://www.ukdataservice.ac.uk/get-data/how-to-access/accessecurelab>

creators, depositors and copyright holders, as well as the UK Data Service 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<sup>9</sup> 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

This section applies to data defined as Controlled Data (which contains Personal Data or Personal 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 UK General Data Protection Regulation hereafter the 'UK GDPR'. Sections Six (6) and Seven (7) are completed and signed electronically.

3.3.1. As part of the UK Data Archive's 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.

3.3.2. Types of Personal Data and categories of Data Subjects as described in Appendix B of this Licence are completed electronically in the offer and deposit form.

3.3.3. The UK Data Archive will process the Controlled Data only on the documented

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<sup>9</sup> <https://www.gov.uk/government/publications/security-policy-framework>

instructions of the Controller, including the transfer of Controlled Data to a third country or an international organisation, unless required to do so by law. In such cases, the UK Data Archive shall inform the Data Controller of that legal requirement before processing, unless the law prohibits such information on grounds of public interest.

3.3.4. UK Data Archive staff which process Personal Data are required to comply with the duty of confidentiality under the UK GDPR, have signed a non-disclosure agreement and receive data security and data protection training.

3.3.5. 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](mailto:collections@ukdataservice.ac.uk).

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

3.3.7. The UK Data Archive will assist the Data Controller, in fulfilment of its obligations to respond to requests for exercising data subject's rights as set out in Articles 13 to 22 of the UK 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.

3.3.8. The UK Data Archive will assist the Data Controller in ensuring their compliance with Articles 32 to 36 of the UK GDPR. Namely, (i) the security of processing; (ii) notification of a Personal Data breach to the Information Commissioner's Office; (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 the processing and the information available to the UK Data Archive.

3.3.9. 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 Data 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 Data Protection Officer (hereafter 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.

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

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

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3.3.12. If the UK Data Archive believes an instruction from the Controller infringes the UK GDPR or other data protection legislation obligations it will immediately inform the Data Controller.

## 4. Warranties and obligations

Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Depositor and the Data Service Provider warrant, represent and undertake that:

- a) They have full capacity and authority and all necessary licences, permits, permissions, powers and consents to enter into and to perform this Agreement.
- b) All data under this Agreement meets the terms of this Agreement.
- c) Does not infringe any Intellectual Property Rights or any other legal or equitable right of any person or be in any other way contrary to law.

Although all efforts are made to ensure the quality of the Data collection, neither the original data creators, depositors, copyright holders nor 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 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 Data Service Provider 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).

Requested details	
<b>Signed</b>	
<b>Name</b>	
<b>Email</b>	
<b>Position</b>	
<b>Department</b>	
<b>Organisation</b>	
<b>Date</b>	
<b>Postal address</b>	

## 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.

Requested details	
<b>Data Controller</b>	Name
<b>Signed</b>	
<b>Email</b>	
<b>Date</b>	
<b>Or authorised on behalf of Data Controller</b>	Name
<b>Signed</b>	
<b>Email</b>	
<b>Date</b>	
<b>Data Protection Officer (DPO)</b>	Name and institution
<b>DPO Phone Number</b>	
<b>DPO Email</b>	

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## 7. Appendix A

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

Requested details	
Name	
Email	
Department	
Organisation	

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## 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 UK GDPR.<sup>10,11</sup>

Types and categories of Personal Data included in the research data.<sup>12</sup>

Include the sample population (e.g. students, employees, offenders etc.) and any special category<sup>13</sup> information contained in variables or text.

Please also include a copy of any Privacy Impact Assessments you have carried out for the Data collection, or disclosure risk assessment for the data when depositing the data.

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<sup>10</sup> [Data Protection Act 2018 \(legislation.gov.uk\)](https://www.legislation.gov.uk/eur/2016/679/contents) and <https://www.legislation.gov.uk/eur/2016/679/contents>

<sup>11</sup> <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/contracts-and-liabilities-between-controllers-and-processors-multi/what-needs-to-be-included-in-the-contract/>

<sup>12</sup> <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/what-is-personal-data/what-is-personal-data/>

<sup>13</sup> <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/special-category-data/>

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

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

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