

Access agreement for teaching



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1. Scope

This document contains the form that must be completed by End Users who intend using data obtained from the UK Data Archive/UK Data Service for teaching purposes.

2. Definition of terms

End User Licence Agreement: the licence that is agreed to when a user registers with the UK Data Service.

Data Team: 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: 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: 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: 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: 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: the person or organisation responsible for the system that registers End Users and issues them with End User licence Agreement (being the University of Essex).

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.

Metadata: 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.

Usage number: the number given to the project which the user initially registered. Users can find the usage number by logging on to their accounts via the UK Data Service website.

3. Access agreement for teaching

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 and your students with the right to use the data collections listed in the Schedule below and provided via the UK Data Service and the UK Data Archive, according to the terms below.

The signed agreement must be returned by email (if scanned), or post to:

Email: Helpdesk (help@ukdataservice.ac.uk)

Fax: +44 (0)1206 872003

Post: Helpdesk
UK Data Service
UK Data Archive
University of Essex
Wivenhoe Park
Colchester, Essex CO4 3SQ, UK.

All material supplied via the UK Data Service/UK Data Archive is protected by copyright and other intellectual property rights, and duplication or sale of all or part of any of the Data Collection is not permitted outside the conditions set out in the End User Licence Agreement.

I have registered with the UK Data Service and agreed the End User Licence Agreement. I agree to the End User Licence Agreement and 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 Agreement and to notify promptly the registrar and the data service provider of any breach of 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 listed in the schedule only for the purposes of not-for-profit research or teaching or personal educational development.
3. 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.
4. Should I wish to publish any work based in whole or in part on the Data Collection to

acknowledge the original data creators, depositors or copyright holders, the funders of the Data Collections (if different) and the UK Data Service/UK Data Archive, and to acknowledge Crown Copyright where appropriate. Any publication, whether printed, electronic or broadcast, based wholly or in part on these materials should carry a statement that the original data creators, depositors or copyright holders, the funders of the Data Collections (if different) and the UK Data Service/UK Data Archive bear no responsibility for their further analysis or interpretation.

5. Not to give access to the data collections, in whole or in part, to any other persons not listed on the attached schedule.
6. That data placed on any shared areas, including websites or virtual learning environments (VLE) such as Moodle or Blackboard, can only be used for teaching purposes and must be restricted to registered users or to users who have signed this Access Agreement.
7. To remove data from any shared areas and VLEs when the data are no longer required.

Details of the registered End User who has entered into an End User Licence Agreement and who is supervising the students/trainees whose signatures appear below.

Name (in capitals)	
Institution	
Signature	

3.1 Schedule

Project Number	Title

Study Number	Title

Name (in capitals)	Signature	Date

3.3 Terms and Conditions

The University of Essex is the data controller for the UK Data Service and hereby makes data available for the purposes of teaching.

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 non-commercial research, teaching, personal educational development, aligning the use with the details, explicitly declared in the Project Information registered with the Data Service Provider, where applicable. To obtain permission prior to using part or all of the Data Collection(s) for any other purposes including for commercial purposes, by contacting the Registering Organisation and/or relevant Data Service Provider.
3. 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.
4. To give access to the Data Collections, in whole or in part, or any Dataset(s) derived from the Data Collection(s) including synthetic Dataset(s) derived at the individual level, only to Registered Users with a registered use who have entered into the EUL Agreement and accepted any relevant Special Conditions, or additional agreements (with the exception of Data Collection(s) or material derived from Data Collection(s))

- supplied for the stated purpose of teaching as described in the Project Information and shared under the terms and conditions of the Access Agreement for Teaching).
5. To abstain from using any Online Data Tools in connection with your use of the Data Collection(s), unless explicit written permission is granted by the Data Service Provider. The Registered User acknowledges that the use of such tools may compromise data security and enable data transfer to unauthorised parties in violation of clause 4.
 6. To ensure that the means of access to the data (such as passphrases) are kept secure and not disclosed to a third party except by special written permission or licence obtained from the original Data Service Provider and to comply with the data security requirements as described in the [Research Data Handling and Security: Guide for Users](#).
 7. 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.
 8. To adhere to the statistical disclosure control standards as detailed in the [Research Data Handling and Security: Guide for Users](#) in any outputs I produce and publish.
 9. To acknowledge that this EUL Agreement 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 Agreement 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).
 10. To understand 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.
 11. 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 3 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.

12. 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).
13. To offer for deposit, at the conclusion of my research (or if earlier at any time at the request of a member of the Data Team), 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.
14. To understand 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 the EUL Agreement, 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).
15. To ensure 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.
16. To notify the Data Service Provider of any errors discovered in the Data Collection(s).
17. 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.
18. 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](#).

19. To 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 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 Agreement, 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 Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

3.4 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 EUL Agreement 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 Agreement, it is the Registered 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 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 Registered User by any member of the Data Team and the Registered 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 previous agreement between them) may be varied in writing by agreement of the relevant Service Funders, the Registering Organisation, and the Registered 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 applicable 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.

www.ukdataservice.ac.uk

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