

Special Licence User Agreement



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1. Introduction

This Special Licence User Agreement is made between you (the 'Registered User') and the University of Essex, herein referred to as the 'Registering Organisation', together with the Service Funders. This Agreement grants you the right to access and use Safeguarded Special Licence Data Collections provided through the UK Data Service, the Data Service Provider, only for your declared and approved purposes as described in the Project Application Form and subject to these terms and conditions.

Use of Safeguarded Special Licence Data Collections is governed by the standard terms and conditions of the End User Licence Agreement and the additional conditions of the Special Licence User Agreement.

2. The Parties

This Agreement is agreed between:

1. The individual Registered User of UK Data Service.
2. The University of Essex (herein 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 (UKRI ESRC) or its successors.

IT IS HEREBY AGREED

3. Definition of terms

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).

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.

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

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.

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 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.

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.

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.

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.

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.

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.

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.

Online data tools: Any software, application, system or platform that operates via the internet or a cloud-based service and is used to process, analyse, manipulate or generate data and other types of content, including but not limited to tools that employ “artificial intelligence” (AI) technologies, including generative AI technologies, that are designed to perform human-like cognitive functions such as learning, reasoning, problem-solving, understanding natural language, perception and generating new or original content.

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.

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.

Project information: Details provided by the Registered End User on the intended use of data which includes details on the scope, objectives and access timeframe of the Project. Where the use of the data falls under the Digital Economy Act 2017 this information might be published.

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.

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).

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

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

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.

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.

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

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

4. Agreement

1. To acknowledge that I have previously signed and agreed to the terms of the UK Data Service End User Licence Agreement (EUL Agreement) upon registration with the UK Data Service, and that the most current version of the EUL Agreement remains in force. The EUL Agreement terms and conditions are incorporated into this Special

Licence User Agreement by reference and shall apply as if fully set out herein. This Agreement supplements the EUL Agreement by imposing additional conditions for the use of Safeguarded Special Licence Data Collections. The latest version of the terms and conditions of the EUL Agreement is available in Appendix A and in its entirety online at [End User Licence Agreement](#). I acknowledge that notification of any changes to the EUL Agreement will be provided as described in the EUL Agreement. The disclaimers, limitations of liability, and exclusions of warranties set out in the EUL Agreement shall also apply to this Agreement, to the fullest extent permitted by law.

2. To declare the institution or organisation address in the application form as the designated location for accessing the Data Collection(s) and to ensure that access is restricted to this declared location only, unless explicit permission for an additional location has been requested and granted by the Data Service Provider.
3. To store the Data Collection(s) only on devices that belong to the declared institution or organisation or on a non-local platform, such as a network server or cloud service, provided that the platform is managed by the institution or organisation and complies with the security standards outlined in the [Research Data Handling and Security Guide for Users](#).
4. To adhere to the statistical disclosure control standards as detailed in the [Research Data Handling and Security: Guide for Users](#) in all outputs I produce and publish and to ensure that measures of statistical disclosure will be appropriate warranting compliance specific to the granularity of Data Collections subject to this Agreement.
5. To complete and submit a Data Destruction Form at the end of the project, confirming that all copies of the Data Collection(s) have been securely destroyed. Failure to submit the completed Data Destruction Form will be considered non-compliant with this Agreement and will be actioned in line with the Licence Compliance Policy.

4.1 Declaration

The Declaration is to be agreed and signed by the applicant, who will be the Registered User requiring access to Safeguarded Special Licence Data Collection(s).

By signing this Declaration, I, the Registered User, confirm that:

- All the information I provide in support of an application to access Safeguarded Special Licence Data Collection(s) is true and accurate.
- I have read, understood and will abide by any and all terms and conditions of this Special Licence User Agreement.
- I have read, understood and agreed to the [End User Licence Agreement](#).
- I have read and understood the [UK Data Service Licence Compliance Policy](#).

- I have read, understood and will abide by the [Research Data Handling and Security: Guide for Users](#).

Registered User's signature	
Registered User's full name and title	
Date	

Appendix A: End User Licence Agreement Terms and Conditions

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 my use of the Data Collection(s), unless explicit written permission is granted by the Data Service Provider and acknowledge 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 and especially where Data Collections may contain identifiable elements e.g. video and audio, due to an approved exception.

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.

20. To understand that as the UK Data Archive is part of the University of Essex, a Public Authority, which is subject to the Freedom of Information Act 2000, any requests for information made by the public and received by the University of Essex may result in the disclosure of information provided by the Registered User.

Appendix B: Safeguarded Special Licence Working from Home User Agreement

The Appendix is to be completed, agreed and signed by the applicant, who will be the Registered User requiring access from home for Safeguarded Special Licence Data Collection(s). If the applicant does not require access from home the Appendix should not be completed.

List below all UK Data Service Safeguarded Special Licence Data Collections (please include the study numbers and the full study titles) that you intend to access from home. You may only include studies where the data owners have explicitly permitted home access, provided that you have completed this appendix and agreed to its terms. Only Data Collections listed on the [Safeguarded Special Licence Working from Home FAQs and permitted data collections](#) webpage may be included.

Working from Home User Agreement

IT IS HEREBY AGREED

1. To access from home only the Safeguarded Special Licence Data Collection(s) declared in this appendix provided these are listed on the [Safeguarded Special Licence Working from Home FAQs and the permitted data collections](#) webpage.
2. To access the Safeguarded Special Licence Data Collection(s) from home exclusively via a device provided by my institution and to acknowledge and agree that personal devices must not be used to access the data.
3. To ensure that the device used for accessing the Safeguarded Special Licence Data Collection(s) declared in this Appendix meets the following security requirements:
 - a. Is managed by the institution or managed by another party on behalf of the institution from which the Safeguarded Special Licence data will be accessed.

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- b. Has a current operating system that is receiving security updates which are automatically applied within 14 days of release.
 - c. Has anti-malware software installed and updated automatically.
 - d. Has a direct connection to the internet via a wired Ethernet connection or a wireless connection with WPA2/3 encryption managed by the host organisation.
 - e. Is not running any services which allow third parties external to the institution to connect to the workstation e.g. remote control software, a web server or an email server.
 - f. Is not running screen capture tools.
 - g. Is not in a location that can be overlooked by other people.
 4. To confirm that I have recently completed an information security awareness training course (e.g. an online institutional course/module such as Information Security Essentials through Moodle or Blackboard. These are usually required to be taken and passed once a year). I agree to retain a record.
 - a. Please enter the name of the Information Security awareness training that you undertook.
 - b. Please enter the date when you completed your Information Security awareness training (dd/mm/yyyy format).
 5. To comply fully with the data security requirements set out in the [Research Data Handling and Security: Guide for Users](#).
 6. To acknowledge and understand that accessing Safeguarded Special Licence Data from home that has not been declared in this Appendix will constitute a breach of the existing Agreement. I understand that any such breach may result in penalties as set out in the [UK Data Service Licence Compliance Policy](#).

Working from Home Declaration

By signing this Declaration, I, the Registered User, confirm that I agree to the terms and conditions of the Working from Home User Agreement, that all information provided is accurate, and understand that penalties may be applied if a breach occurs.

Registered User's signature	
Registered User's full name and title	
Date	

www.ukdataservice.ac.uk

collections@ukdataservice.ac.uk

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