SECURE ACCESS USER AGREEMENT

WE ARE SUPPORTED BY THE **UNIVERSITY OF ESSEX**, THE **ECONOMIC AND SOCIAL RESEARCH COUNCIL**, AND THE **JOINT INFORMATION SYSTEMS COMMITTEE**

Scope

UK Data Service Secure Lab Users must agree to this Service Agreement ("Agreement") and any other document referred to herein before being issued credentials to actually access data on the Secure Lab.

1. Introduction

This document represents the last administrative step that prospective users of the UK Data Service Secure Lab must fulfil prior to being able to access data on the Secure Lab. The Agreement is signed by the User and returned before or during the Secure Lab User Training session when the User receives a username and password for remote access to the Secure Lab. The Agreement demonstrates that the prospective user understands the seriousness of the undertaking, and that they and their institution understand the penalties that may be imposed for breaches of security or confidentiality.

2. The Parties

This Agreement is agreed between

1. individual user of UK Data Service Secure Lab; and

2. the University of Essex ("University")

IT IS HEREBY AGREED:

2.1. Definitions

"ONS Approved Researcher" A researcher to whom the UK Statistics Authority, under the Statistics and Registration Services Act 2007, has granted access to Personal Information (as defined below) held by it for the purposes of statistical research

"ESRC Accredited Researcher" A researcher to whom the University and the data owner(s) have granted access for the purposes of statistical research to Personal Information not held by the UK Statistics Authority and which have been licensed to the University for dissemination.

"User" An ONS Approved Researcher or ESRC Accredited Researcher who wishes to access data via the UK Data Service Secure Lab.

"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 clause 39 of the Statistics and Registration Service Act 2007).

"Purpose" The particular research proposal approved by the data owners or their designated decision-making body in the Approved/Accredited Researcher application process.

"UK Data Service Secure Lab" A service established within University of Essex funded by Economic and Social Research Council (ESRC) intended to promote excellence in research by enabling safe and secure remote access by researchers to data previously deemed too sensitive, detailed, confidential or potentially disclosive to be made available under standard licensing and dissemination arrangements.

2.2. Agreement

1. All Users must satisfactorily complete mandatory training which allows the University to ensure that they are fully aware of any penalties which they might incur if they breach this Agreement or compromise the security and confidentiality of the data. Users will be required to re-attend the

training according to UK Data Service requirements. Information about training received may be shared with other relevant services such as the ONS Virtual Microdata Laboratory and the Administrative Data Liaison Service.

2. Access to the Personal Information is being provided for the statistical and research Purpose outlined in the Approved/Accredited Researcher application form. Personal Information shall not be used for any other purposes without the prior written consent of the University and where necessary the data owner(s).

3. The User shall not disclose nor compromise any of the Personal Information from the individual records obtained or produced from the Personal Information pursuant to this Agreement to (i) anyone other than those approved for the same research Purpose and (ii) UK Data Service staff involved in the review of the outputs for the statistical disclosure control.

4. The User shall ensure that no attempts are made to link the Personal Information to any other files in order to relate the particulars to any identifiable individual person, business or organisation unless such data linkage exercise has been explicitly approved at the time of the application for an Approved/Accredited Researcher status as part of their proposed research project, or approved subsequently as part of a special request to the data owners or their delegated decision-making body.

5. On termination of the Agreement for whatever reason, all access to the Personal Information related to the Purpose shall cease forthwith, and electronic access be denied.

6. The University reserves the right to monitor, record, and audit, or to request a written report from the User regarding, the use and activities relating to the use, of the Personal Information by the User during the lifetime of this Agreement. This includes the right of entry to the premises where the data are accessed and the right to search the User's possessions.

7. It is the User's responsibility to ensure that any computer they use to access the UK Data Service Secure Lab has anti-virus software installed which automatically updates on a daily basis. Before access is given to the UK Data Service Secure Lab, the user must provide information relating to their operating environment.

8. Any incidents of unauthorised access to, processing of, or disclosing of, the Personal Information must be reported immediately to the University.

9. The Agreement is subject to review and without limitation whenever a change in the law, contracts for services with third parties, other procedures or other relevant circumstances takes place.

10. Any breach of this Agreement will result in the immediate imposition of penalties as outlined in the UK Data Service Secure Lab Breaches Penalties Procedure.

Output Release

11. The User shall not reproduce to any extent from the UK Data Service Secure Lab virtual environment any original dataset or copies or subsets of any Personal Information.

12. Any outputs to be removed from the UK Data Service Secure Lab by the User must first be screened by the University's UK Data Service to ensure that there is no risk of disclosure of Personal Information or information that may lead to the identification of an individual person, business or organisation. Outputs may also be screened by other services such as the ONS Virtual Microdata Laboratory. Only outputs that have been screened and cleared by the UK Data Servicewill be sent to researchers. Any output sent to the researcher by the UK Data Service will be considered non-confidential.

13. Users are responsible for applying the rules and regulations for disclosure risk analysis as specified by UK Data Service statistical disclosure guidelines (provided during training) prior to submission of analytical outputs for clearance and release.

14. The User agrees to work with the University to meet the requirements of safe outputs. In the event that the University decides not to release the proposed output, the User will have an opportunity to

attempt to demonstrate to the University and, where appropriate, the data owners that the output is safe. However, the final decision to release an output rests with the University, not the User.

15. The University reserves the right to release in whole or in part, an amended version or not to release at all, as the University deems appropriate, the proposed output produced by the principal investigator and the co-investigators pursuant to this Agreement.

16. Users must provide a description of variables used, new variables/measures/indices created, documentation of data sets and programs used in producing analytical output(s) to ensure University staff have the information they need to make a judgement on the output(s) requested for release.

17. The User will inform the University of any publication that contains outputs released by the UK Data Service.

Acknowledgements and Copyright

18. The Personal Information and related documentation shall at all times be and remain the sole and exclusive property of the data owner. This Agreement pertains to the use of the Personal Information and related documentation to produce a "proposed output" for research purposes and that nothing contained herein shall be deemed to convey any title or ownership interest in the Personal Information or the related documentation to the User.

19. Copyright of outputs may be held singly or jointly by the User(s) that created them, their institution(s) or their funder(s) according to the User's funding and institutional agreements.

20. The User must acknowledge, in any publication, whether printed, electronic or broadcast, that contains outputs released by the UK Data Service, the original data creators, depositors or copyright holders and the University and its funders in the form specified in information accompanying the dataset or notified to the User.

21. The User must cite, in any publication, whether printed, electronic or broadcast, that contains outputs released by the UK Data Service, the data collections used in the form specified in information accompanying the dataset or notified to the User.

2.3. Declaration

By signing this Declaration, you are confirming:

- you have read, understood and agreed to the End user licence agreement available at http://www.esds.ac.uk/aandp/access/licence.asp and the Approved/Accredited Researcher Declaration
- you have read, understood and agreed to the UK Data Service Secure Lab Breaches Penalties Procedure, available at http://ukdataservice.ac.uk/media/176861/UKDA142_SDS_SecurityBreaches_public.pdf
- the accuracy of any information you provide to support your application
- you have read and understand the conditions specified in this Agreement
- you will abide by any other requirements communicated to you by the University relating to the use of potentially disclosive/Personal Information
- you will comply with all of the policies and operating procedures presented to you in the training session

I declare that the Personal Information provided to me shall be kept secure and confidential according to the terms of this Agreement.

I understand that:

The University may hold and process information submitted by me in my Approved/Accredited Researcher application for validation and statistical purposes, and for the purposes of the management of the service and may also pass such information to other parties such as data owners and data depositors.

The University reserves the right to scrutinise any analytical outputs, products or publications for disclosure control purposes before publication.

I may be liable to criminal prosecution under the Statistics and Registration Service Act 2007 if I disclose Personal Information without the written authority of the ONS.

I and my institution may be liable to the Penalties outlined in the Breaches Penalties Procedure if I disclose Personal Information without the written authority of the University.

My lawful use of Personal Information is only for the purposes of statistical research that will serve the public good.

Any information accessed through the UK Data Service Secure Lab will not be used for any commercial purpose.

I am required to bring directly to the attention of the University any matters or events that may affect my obligations under this declaration.

I am authorised to access Personal Information only when I receive from the University a written confirmation, and only until the end date in that written confirmation.

The Declaration is to be agreed and signed by the applicant, who will be the User requiring access to the information for his/her own research needs and by an appropriate officer (in the Research & Contracts Office, or equivalent) of the institution from which they will be accessing the UK Data Service Secure Lab.

Where there is a research team, each member of the team will need to be an ONS approved Researcher/ ESRC Accredited Researcher for that research Purpose.

User's signature ………………………………………………………….

User's full name and title ………………………………………………………….

Institutional address ………………………………………………………….

………………………………………………………….

Date ………………………………………………………….

Institutional signature ………………………………………………………….

Name of Institutional Signatory ………………………………………………………….

Position of Institutional Signatory ………………………………………………………….

**(must be from an institution's Research &
Contracts Office, or equivalent, and signed
by a staff member with legal authority on
behalf of the institution. This excludes
Heads of Department)**

Date ………………………………………………………….