

Special Licence

Institute for Social and Economic Research

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| External  04 February 2014  Version: 04.00  T +44 (0)1206 872572  E susan@essex.ac.uk  ukdataservice.ac.uk |  |  |

**Special Licence – Institute for Social and Economic Research**

**Definitions**

* Licence holder – the principal licence holder and associated parties to this licence specified in sections 1, 2, and 4
* Data depositor – Institute for Social and Economic Research
* Data – the collections detailed in section 8.2 of this licence
* Dispute arbitrator – ESRC

The data to which this Licence, known as a ‘Special Licence’, permits access are those of the data depositor and are held under 'Special Conditions', as specified in section 5 of the End User Licence (EUL).

This Special Licence specifies the conditions for access for statistical research purposes, the obligations of the researcher/s and the measures for protecting and respecting the confidentiality of statistical data.

The Special Licence grants the licence holder access solely for the purposes specified. The licence holder

* will take all necessary administrative, technical and organisational measures to ensure that the data are used only in the manner stated and for the research purposes specified
* will not process, disseminate or otherwise allow any of the data to be made available or used for any other purpose whatsoever and will remain bound by this obligation even after expiry or termination of the contract
* will not attempt to use these data after the expiry of the Licence
* will guarantee that none of these data are distributed to third parties
* will not attempt to identify by any means whatsoever, any individual statistical unit, nor will the licence holder claim to have done so
* will apply methods and standards specified in this licence for disclosure control for any outputs

Acceptance by the licence holder of the further conditions specified below is required before access to the data is granted

The Licence Holder is advised to read the Completion Notes at the end of the Licence before proceeding.

**1. PRINCIPAL LICENCE HOLDER**

**Principal licence holder's details**

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| **Name** | **Employing Organisation** | **Address of organisation** | **Position in organisation** | **Tel. No.** | **Email** |
| Jack Higgins | Health Economics at Lancaster (HEAL) – Lancaster University | Health Economics at Lancaster (HEAL),  Division of Health Research,  Faculty of Health and Medicine, Furness College, Lancaster University, Lancaster, LA1 4YG, United Kingdom | PhD Student | 07598293680 | j.higgins2@lancaster.ac.uk |

**2. RESEARCH TEAM**

**Details of each member of the team**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Employing Organisation** | **Address of organisation** | **Position in organisation** | **Tel. No.** | **Email** |
| Professor Ian Walker  Professor Bruce Hollingsworth | Department of Economics – Lancaster University  Division of Health Research | Department of Economics, Lancaster University Management School, Lancaster LA1 4YX, UK  Division of Health Research,  Faculty of Health and Medicine, Furness College, Lancaster University, Lancaster, LA1 4YG, United Kingdom | Professor of Economics  Professor of Health Economics, Head | +44 (0)1524 592055 | * [ian.walker@lancaster.ac.uk](mailto:ian.walker@lancaster.ac.uk) |

**3. EUL**

The licence holder / and all members of the research team (delete as applicable) has / have registered with the UK Data Service and the registration and the EUL have been accepted

(Tick to confirm)

**4. RESPONSIBILITY for the licence holder's use of the data**

**4.1** **ORGANISATION** with the ultimate responsibility for the licence holder

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| **Name of organisation** | **Address of organisation** |
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**4.2 ORGANISATION'S REPRESENTATIVE**

The person with the authority to represent the organisation

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| **Name** | **Organisation** | **Position in organisation** | **Tel. No.** | **Email** |
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**4.3 ORGANISATION** employing the licence holder (where this is different to 4.1)

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| **Name of organisation** | **Address of organisation** |
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**4.4 ORGANISATION'S REPRESENTATIVE**

The person with the authority to represent the employing organisation

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| --- | --- | --- | --- | --- |
| **Name** | **Organisation** | **Position in organisation** | **Tel. No.** | **Email** |
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**5. FUNDING: Details of external funding that has been sought**

**5.1 Organisation funding the research project**

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| **Name of organisation** | **Address of organisation** |
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**5.2 Funding**

The licence holder confirms that funding has been sought (tick to confirm)

Funding has been obtained: YES / NO / NOT YET HEARD (please delete as applicable)

**6. SITE OF ACCESS**

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| **Name of organisation** | **Address of organisation** |
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**7. DURATION OF ACCESS**

Period of access specified must not exceed 2 years

From dd/mm/yy

To dd/mm/yy

(If it is necessary to extend the period of access, application must be made to the UK Data Archive prior to the expiry of the Licence)

**8. TITLE OF RESEARCH PROJECT including UK Data Archive usage number**

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**8.1 Where research is part of a larger programme, please give details**

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**8.2 Title of the dataset(s) and the study number(s) to which access is required**

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| **Title of dataset** | **Study number** |
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**9. PURPOSE FOR ACCESS**

**9.1 Details to include:**

(i) A brief summary of up to 200 words describing the aims of the study/research project

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(ii) Full description of the purpose/s for which the data are requested

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(iii) A justification as to why access to the special conditions version of the data is needed and why data available under the EUL is not sufficient for the purposes

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**9.2 A description of the analyses that will be performed on the data**

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**10. USE OF THE DATA FOR COMMERCIAL GAIN**

All signatories (other than the data depositor and the UK Data Archive) guarantee that these data will not be used for personal or commercial gain. The focus of the project is statistical research/analysis and the data will not be used for any other purpose.

[Statistics arising from the use of these data can be used for any purpose, subject to meeting the standards for disclosure control detailed in section 11]

**11. PRODUCTS and PUBLICATIONS**

**11.1 Protecting confidentiality**

The licence holder is aware that the microdata may allow individuals to be identified. Any outputs made available to anyone other than those named on the Licence, must meet the guarantee contained in the Code of Practice for Official Statistics and the Protocol on Data Access and Confidentiality, namely that no statistics are produced that are likely to identify an individual, unless specifically agreed with them.

The following rules will allow the guarantee to be kept in most cases. However, it is the responsibility of the licence holder and all signatories (other than the data depositor and UK Data Archive) to consider and protect against any other circumstances that might result in the disclosure of the identity of an individual.

**11.2** **Disclosure Protection**

The licence holder will apply the supplied methods and standards below for disclosure control for any outputs released beyond the research team.

The licence holder will avoid small sample base numbers because they will be unreliable. For example, percentages based on small counts will have very wide confidence intervals.

Supplied methods and standards:

(i) Tables that contain very small sample numbers in some cells may be disclosive. The licence holder will ensure that tables do not report numbers or percentages in cells based on only 1 or 2 cases. Cells based on 1 or 2 cases should be combined with other cells or, where this is not appropriate, reported as 0 percent.

(ii) The licence holder will ensure that all tables report weighted values, where weights are available.

(iii) Tables and other outputs derived from data accessed through a Special Licence will not be published in a form where the level of geography would threaten the confidentiality of the data. Typically, outputs with a geography of region or greater can be considered safe.

Outputs with a geography between Local Authority and region can in some circumstances introduce disclosure risk. Where there is any doubt, the licence holder must contact the UK Data Archive to gain confirmation of the confidentiality of any outputs for publication with geography below region.

No outputs will be published with a geography below local authority.

(iv) Although most outputs from models or other statistical analysis will not be disclosive, the licence holder will ensure that individuals, households or organisations cannot be identified. In particular, results based on very small numbers should be avoided. Any result that refers to unit records, e.g. a maximum or minimum value should not be published. Models should not report actual values for residuals

(v) Graphical outputs should be based on non-disclosive data. The licence holder will take particular care not to report extreme outliers.

**11.3** **Intended outputs / publications** arising from the use of these data

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**11.3.1** The data depositor reserves the right to comment on statistical issues raised by publications and to scrutinise outputs before publication for disclosure control purposes. Where the data depositor so requires, the licence holder must supply the data depositor with a copy of any proposed publication, based wholly or in part on the data collections accessed, to enable the data depositor to consider it and comment as regards compliance with the conditions for disclosure protection and for changes to be made to the publication in the light of those comments.

The licence holder will make any [reasonable] changes that are required by the data depositor in order to make the proposed publication comply with these conditions.

**11.3.2** The licence holder must supply to the UK Data Archivethe bibliographic details of any published work based wholly or in part on the data collection/s accessed. Details are to be provided on publication.

**12. MINIMUM INFORMATION REQUIRED**

The licence holder confirms that access to the data is required in order to meet the aims of the project and that the access is proportionate and not excessive to the stated statistical purpose.

**13. MATCHING or LINKING**

Under this Licence, it is forbidden to match or attempt to match individual or household records to any other data source at the level of individual or household. Only area-level descriptors or other group-level classifications may be matched for analysis purposes.

**14. DUPLICATION**

The licence holder agrees that:

**14.1** Any intended duplication of the data will only be for the purpose of making personal copies to aid their own research and analysis

**14.2** No duplication of the data for any other purpose may take place.

**15. EXPIRY OF ACCESS PERIOD**

**15.1** At the end of the access period, the licence holder agrees to destroy all copies of the data, including temporary copies, CDs, printed copies, personal copies, back-ups, derived datasets and all electronic copies.

**15.2** The licence holder will ensure that the data are destroyed to the standards specified in the document [*Microdata Handling and Security: Guide to Good Practice*](http://www.data-archive.ac.uk/media/132701/UKDA171-SS-MicrodataHandling.pdf%20) *(link attached)*

**15.3** After expiry of this Licence, the licence holder will sign and send to the UK Data Archive, a declaration to confirm that all copies of the data have been destroyed and to the required standards, or that the data have been returned to the UK Data Archive for destruction.

**16. SECURITY OF THE DATA**

The licence holder guarantees to preserve at all times the confidentiality requirements associated with the data and to meet the conditions specified in the EUL. Wrongful disclosure will attract penalties as detailed in section 17 below and outlined in the document *Microdata Handling and Security: Guide to Good Practice.*

**Confidentiality requirements:**

The licence holder will ensure that

**16.1** Access to the data, any copies made of the data and the information contained in them is limited solely to the person who has signed this Licence and the research team, who have also signed the Special Licence.

**16.2** The confidentiality of the data will be preserved in outputs and publications, as detailed in section 11.

**16.3** The means of access to the data (such as passwords or pass-phrases) are kept secure and not disclosed by the Licence Holder or any member of the research team to any other individual, under any circumstances.

**16.4** Data will only be accessed, in an institutional setting, via a stand-alone PC or a closely controlled LAN with restricted access. Access to the PC or LAN will be via password or pass-phrase.

**16.5** Hard copies and backups of data are to be stored in a secure, access restricted filing cabinet

**16.6** Stand-alone PCs and LANs, which have Internet access via broadband connection (and not through a secure organisational provider, e.g. JANET), will not have live Internet links while the data are in clear/unencrypted text on the machine. At such times the Internet will be disconnected and the broadband cable will be physically disconnected from the PC.

**16.7** Stand-alone PCs and LANs, which have Internet access via dial-up telephone connection (and not through a secure organisational provider, e.g. JANET), will not have live Internet links while the data are in clear/unencrypted text on the machine.

**16.8** Data requested under the Special Licence will only be accessed at a site that has security standards that meet the requirements outlined in the document *Microdata Handling and Security: Guide to Good Practice*.

**16.9** Data will not be accessed at a private residence

**16.10** The University of Essex and the data depositor reserve the right to conduct an on-site audit of the confidentiality and security procedures and practices for guaranteeing the security and confidentiality of the data covered by this Licence, or to require a report of such an audit.

**16.10.1** For the purpose of conducting an audit, the University of Essex (or the UK Data Archive, on behalf of the University of Essex) or the data depositor may enter the premises where the data are stored and processed without notice at any reasonable time. The organisation with ultimate responsibility for the licence holder undertakes to allow the University of Essex or data depositor access for this purpose.

**16.10.2** The data depositor further requires that the organisation with ultimate responsibility for the licence holder provides to the UK Data Archive, copies of any audits of these arrangements, conducted for the organisation or the licence holder, during the period of the Licence, including any audit implementation plans.

**17. BREACH PROCEDURES**

**17.1** Any breach of any of the provisions of this Licence will result in the immediate termination of the licence holder's access to the data, the termination of the licence and the prohibition of any further access to the data depositor’s data via the Special Licence. It will also lead to immediate termination of the services provided by the UK Data Archive data team, either permanently or temporarily (as stated in section 16 of the EUL)

**17.2** The breach of any of the provisions of this Licence may result in sanctions being sought against the licence holder. These may include legal proceedings being taken by the data depositor for breach of obligations under statute or common law.

[Details of sanctions that may be sought can be found in the Completion Notes, section 2, 17.]

**17.3** The licence holder is required to report promptly a breach of any of the terms of the Licence. Failure to disclose details is a fundamental breach of this Licence.

**18. DISPUTE PROCEDURES**

Any disputes arising from the use of the data and/or the terms of this licence will be resolved initially between the UK Data Archive, on behalf of the University of Essex and the principals to the agreement (the Licence holder and the organisation with ultimate responsibility for the Licence holder). Otherwise, outstanding issues will be referred to the dispute arbitrator.

**19. AGREEMENT**

**19.1 The licence holder and, where the research project is undertaken by a research team, all members of the research team, agree/s to:**

(i) comply with the terms and requirements of this Special Licence.

(ii) comply with any additional conditions that the data depositor may consider necessary before approving this Special Licence. Such conditions will be added to the Licence by the data depositor, at the time of approval, and notified to the licence holder by the UK Data Archive upon receipt of approval from the data depositor. Downloading the data by the Licence Holder will signify acceptance of such additional conditions.

(iii) continue to meet the terms of the End User Licence (EUL). Where there is disparity between the EUL and the Special Licence, the Special Licence will take precedence, unless identified explicitly in writing.

(iv) read the document *Microdata Handling and Security: Guide to Good Practice* and abide by the principles for use of the data, detailed therein.

**19.2 The licence holder and, where the research project is undertaken by a research team, all members of the research team, understand/s:**

(i) should circumstances require, the Licence may be terminated or suspended, access to the data terminated or suspended, or the terms of the Licence altered, by a member of the Data Team (as defined in the EUL) or by the data depositor. This may take immediate effect, or after a period of 30 days notice.

(ii) the principles of the Freedom of Information Act apply and nothing provided in this Licence is confidential to the licence holder or to the data depositor. To disclose the details of the Licence would not be a breach of any duty of confidence and therefore the details would be made available to the public on request and may be included as part of the metadata attached to any of the outputs arising from the access.

(iii) these data are provided in good faith and, to the best of the data depositor’s knowledge and ability, are free of error at the time of supply. The data depositor and the UK Data Archive will not be responsible for any errors, omissions or mistakes contained in the users' dataset nor for any consequences or liabilities arising therefrom. The data depositor’s liability shall be limited to re-supply of corrected materials.

**19.3** The signatories believe that the Licence is compliant with the statements of principle in the Code of Practice for Official Statistics (the Code) and the specific requirements of the Protocol on Data Access and Confidentiality (PDAC). Where this Licence may appear to contradict the statements of principle in the Code or the specific requirements of the PDAC, the Code and the PDAC take precedence, unless explicitly stated.

Code of Practice for Official Statistics:

<http://www.statisticsauthority.gov.uk/assessment/code-of-practice/index.html>

National Statistics Protocol on Data Access and Confidentiality:

<http://www.ons.gov.uk/ons/guide-method/the-national-statistics-standard/code-of-practice/protocols/index.html>

**20. SIGNATURES**

**20.1 Licence holder and research team**

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| --- | --- | --- |
| **Name of licence holder** | **Signature of licence holder** | **Date** |
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| --- | --- | --- |
| **Names of Research Team members** | **Signatures of Research Team members** | **Date** |
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**20.2 ORGANISATION WITH RESPONSIBILITY FOR THE LICENCE HOLDER**

The ...................................................................... (name of organisation) undertakes to accept ultimate responsibility for the licence holder's access to the data stated above

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| --- | --- | --- |
| **Name of organisation's representative** | **Signature of organisation's representative** | **Date** |
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**20.3 ORGANISATION WITH RESPONSIBILITY FOR THE LICENCE HOLDER (as employer)** (complete where this is different to 20.2)

The ......................................................................(name of organisation) undertakes to accept responsibility for the licence holder's access to the data stated above, as the employing organisation.

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| **Name of organisation's representative** | **Signature of organisation's representative** | **Date** |
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**21. APPROVAL**

**21.1 UK Data Archive**

The UK Data Archive, on behalf of the University of Essex, have screened the request and confirms that it meets the terms of the agreement between the data depositor and the University of Essex for access to these data.

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| **Name of UK Data Archive representative** | **Signature of UK Data Archive representative** | **Date** |
|  |  |  |

**21.2 Approval of the data depositor**

The data depositor confirms that the access complies with any undertaking made at the time of collection or the scope of any consent given.

The data depositor authorises the provision of access to these data to the licence holder under the terms specified in this Special Licence, including any additional conditions imposed by the data depositor, as stated below:

Additional conditions of access:

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| **Name of representative for the data depositor** | **Signature of representative for the data depositor** | **Date** |
|  |  |  |

**COMPLETION NOTES**

**1. General notes:**

1. The Special Licence is to be used for access to data of the data depositor that are subject to special conditions and controlled access arrangements.
2. Approval to access the data is conditional upon the Licence Holder, any other named users and the 'responsible' organisation, agreeing to the terms and special conditions detailed in the Special Licence.
3. The data depositor retains the right of veto and may refuse access to the data requested by the Licence Holder. Such decision will be communicated to the Licence Holder by the UK Data Archive, together with the reason for the decision.
4. The Special Licence is to be completed by the Licence Holder, who will be the researcher requiring access to the data stated for a specific research purpose, for a time limited period. Where the researcher is part of a research team, the Licence Holder will be the head of the research team.
5. Parties to the Special Licence, who will be bound by the terms of the Licence, include:

(i) Licence Holder

(ii) Members of a research team, who must be identified and, in addition to the Licence Holder, will sign the Licence

(iii) Organisation with the ultimate responsibility for the Licence Holder and any members of a research team (section 4 on the Licence and point 4 below)

(iv) Employing organisation, where this is organisation is different to (iii)

(v) The data depositor

1. Signatories to the Special Licence:

(i) Licence Holder

(ii) All members of a research team

(iii) Representative for the organisation with ultimate responsibility for the Licence Holder and any research team (see point 4 below)

(iv) The representative of the employing organisation, where this is organisation is different to (iii)

(v) Representative for the UK Data Archive

(vi) Representative for the data depositor

1. Names/details of organisations to be included on the Special Licence, in addition to those listed in section 5 above:

(i) Where the research is being externally funded, the name of the funding organisation

1. All information is to be given in plain English and full explanations are to be given where unfamiliar terminology is included.
2. Details provided are to be full, coherent and concise.
3. Failure to provide adequate or comprehensive details will result in the Licence being returned to the applicant. This will delay the process and will also require the re-gaining of signatures to confirm the additional information provided.The Licence Holder will not make any changes to the format and content of the clauses of the Special Licence. Changes will be identified, will delay the process and may result in the Special Licence being withdrawn

**2. Guidance on individual sections:**

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| **SECTION** | **NOTES** |
| **1 Licence holder details** | (i) The organisation to be entered is the licence holder's employer  (ii) The addition of address and telephone number information is not mandatory. |
| **2 Research team** | Where access to the data is requested by a Research Team, the Special Licence is to be completed by the lead researcher who will be the licence holder. The name/s of the other member/s of the research team are to be entered in section 2. |
| **3 The End User Licence (EUL)** | Request for access to Special Licence data is conditional upon prior registration with UK Data Service and acceptance of the EUL. |
| **4 Responsibility for the licence holder** | (i) The organisation to be entered is that which has the ultimate responsibility for the licence holder's use of the data. This is not necessarily the organisation that employs the licence holder.  (ii) The name to be entered is that of the person with the authority to represent that organisation: (Sections 4.2 & 20.2)  See table below for further details \*  Supervised use of the data:  Where the Licence Holder's use of the data is supervised, as may be the case with PhD students, the Supervisor is to be a member of the research team and their details included as requested in section 2. |
| **5 Funding** | Where the research is not subject to funding, enter 'N/A'. |
| **6 Site of access** | Special Licence data may not be accessed at a private residence. Data may only be accessed in an institutional setting, i.e. the site of the licence holder's employment, the site of the organisation with the ultimate responsibility for the licence holder, or the site of the funding or commissioning organisation. |
| **7 Duration of access** | The period of access stated should not be longer than the time required for conducting the research and producing outputs, with a maximum period of 2 years. Where it is necessary to extend the period of access, the Licence Holder should contact the UK Data Archive (the Archive), Support Services, in advance of the expiry of the period of access. Support Services will provide advice on the action to be followed. |
| **8 The Research Project** | (i) Where a research project does not have a usage number, the Licence Holder is to contact the Archive’s Support Services, for guidance  (ii) Details are to be included where a project is part of a larger programme or funded jointly by various organisations  (iii) Access can only be requested to dataset/s that are currently available through the Archive catalogue and have a study number. Where the research project requires access to other data that are not in the catalogue, contact is to be made with the Archive for advice. |
| **9 Purpose for access** | Data held under the Special Licence are only to be accessed for statistical research purposes. |
| **10 Use of the data for commercial purposes** | The purpose for which the data are required must be statistical and the focus of the research, the resultant analysis. The prime focus for accessing the data must not be for the purpose of personal or commercial gain. |
| **11 Products and Publications** | (i) The licence holder agrees to ensure that disclosure control methodology, applied to outputs, is sufficient to ensure so that 'it would take a disproportionate amount of time, effort and expertise for an intruder to identify a statistical unit to others, or to reveal information about that unit not already in the public domain'.  (Extract from the National Statistics Protocol on Data Access and Confidentiality)  (ii) Where the data depositor requires sight of proposed outputs before publication, the data depositor will endeavour to comment and respond within one week of receipt. However, should circumstances require further discussion and investigation, the data depositor will notify the Archive with the minimum of delay and will be sensitive to licence holder's commitments and publication deadlines.  (iii) Where the Licence Holder has any doubts about maintaining the confidentiality of the data in the outputs, contact is to be made with the Archive’s Support Services, who will contact the data depositor for advice and guidance. |
| **12 Minimum information required** | Access to the data must be proportionate to the stated statistical purpose. As part of the approval process, the data depositor requires this assurance and will take into account the researcher/organisation benefiting from the access, the type of information being accessed, the method of access, the researcher's needs and the purpose for the research. |
| **13 Matching or Linking** | Where the Licence holder wishes to conduct a matching or linking exercise that would breach the terms of the Special Licence, the Licence Holder must contact the Archive before proceeding. The Archive will contact the data depositor for a decision. |
| **14 Duplication** | (i) The Licence Holder may take personal copies of the data to assist with the specified research and analysis. However, the Licence Holder is prohibited from taking copies for any other purpose.  (ii) At the end of the period of access, all copies of the data, in whatever format made, must be destroyed. See section 15 below. |
| **15 Expiry** | At the expiry of access period, the Licence Holder must agree to destroy the data and all copies made in the manner specified in the document *Microdata Handling and Security: Guide to Good Practice.* |
| **16 Security** | Data may only be accessed according to the security conditions detailed in section 16 of the Special Licence.  Licence holders must note the instructions in the document *Microdata Handling and Security: Guide to Good Practice* and are reminded that:  (i) Data will be encrypted during transmission. However, when the licence holder accesses the data, it will appear as clear, plain unencrypted text in the format selected by the licence holder, i.e. SPSS, STATA or ASCII. At such times, the licence holder must ensure that, for PCs that have Internet access via broadband or telephone dial-up connection (and not through a secure organisational provider, e.g. JANET), the Internet is disconnected. For Broadband/internet connections, cables are to be physically disconnected from the PC.  (ii) Where Internet access is through a 'secure organisational provider', it is not necessary to physically disconnect cables or disable internet systems. If there is any uncertainty as to whether an 'organisational provider' is 'secure', contact the Archive’s Support Services with details of the system that is in place.  (iii) Licence holders are reminded that data may not be accessed at a private residence.  (iv) The data depositor and the University of Essex (or the Archive on behalf of the University of Essex) reserve the right to conduct an audit and to enter premises for this purpose. The licence holder is advised to bring this requirement to the attention of the individual with the authority to represent the organisation, before that individual and the licence holder sign the Licence. |
| **17 Breach Procedures** | The licence holder is reminded that a breach of any of the terms of this Licence must be reported promptly to the Archive. Failure to do so is a fundamental breach of the Licence.  Sanctions that may be applied:  1. For a first offence, the penalty should be a minimum twelve-month non-discretionary suspension from access to any micro-data, applicable to the individual in question. It would generate a written warning to the institute.  2. An individual's second breach would, as a minimum, result in a suspension of access of two to five years, or permanently, on the individual, and would generate a written warning to the individual's institution.  3. If the individual has moved institutions between first and second breaches, the new institution will receive an advisory letter to include details of the 1st breach.  4. Any discretionary penalty may be decided, including permanent suspension for the individual or other staff in the relevant department, and/or pursuing in the Courts an action for breach of contract.  5. Where the breach is the result of an institution's wilful or negligent action, then a minimum penalty of a twelve-month non-discretionary suspension shall apply to the relevant department within the institution. Repeated breaches will result in a letter with discretionary penalties to the institution as a whole including suspension of all data access facilities for all the institution's staff and/or an action for breach of contract.  6. The consequences of any suspension of access (such as consequent inability to honour research contracts) will not be taken into consideration when applying minimum penalties or any of the Archive’s (or, for ONS data, the National Statistician's) discretionary penalties.  7. Any appeal will be to the Archive in the first instance and may be referred to the dispute arbitrator. |
| **18 Dispute Procedures** | The Archive acts as data custodian for the data deposited at the Archive by the data depositor. Therefore, where there is a dispute arising from the use of the data and/or the terms of the Special Licence, it will be resolved initially between the Archive the licence holder and the 'responsible' organisation. |
| **19, 20 & 21 Agreement and Approval of the Special Licence** | Please see the 'General Notes' above |

**\* Further information**

**Responsibility for the Licence holder's use of the data**

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| **Commissioning / funding organisation** | **Organisation's Representative** |
| GSS | Head of Profession |
| Government Department | Head of Directorate or Division responsible for statistical analysis and research |
| University | Either:  (i) Chair of the University Ethics Committee  (ii) Director of Research  (iii) Head of Department |
| Local Authority / Other bodies | Either:  (i) Head of Directorate or Division responsible to the organisation for statistical analysis and research  (ii) Person with authority to enter the organisation into a contract and with institutional responsibility for the actions of licence holder  (iv) Person with the authority to take ultimate responsibility for the use of the data, the actions of the licence holder, breach of the terms of the Licence and any sanctions arising therefrom, i.e. the person who signs the Special Licence in this capacity will have the responsibility to enter their institution into an agreement that carries penalties for misuse and breach of the terms of the Licence that will impact both upon the institution and the licence holder. |