

DATA ACCESS AGREEMENT
For MAUS project number

Agreement between the Office for National Statistics and the lead researcher.

1. Data required

2. Name of the main statistical contact and researchers who will have access to the data.

The project will be led by:

The researchers will be:

3. Time and place of access

3.1 The data will be provided for the period to

3.2 The data will be accessed at

(List places where the research will be conducted)

3.3 Additional conditions of access

None

(Leave as 'None' unless directed by MAUS)

4. Purpose for which the data are provided

(Short project description, up to 100 words)

5. Products and publications

5.1 These data will only be used for producing statistical analyses.

5.2 MAUS staff, where necessary in consultation with the data provider, will check outputs.

5.3 No outputs making use of these data will be produced that are likely to identify an individual firm or company unless specifically agreed with the individual.

5.4 Data used for the production of statistics should be processed in a manner consistent with the principles of the Code of Practice and the guarantee of confidentiality given to respondents maintained absolutely.

5.4.1 Researchers must (1) acknowledge in any publication, whether printed, electronic or broadcast, based wholly or in part on such materials, ONS as the provider of the materials (2) declare in any such work that those who carried out the original collection and analysis of the data bear no responsibility for their further analysis or interpretation.

6. Minimum information needed

The level of data required will be proportionate to the stated statistical purpose. All the data provided are required to achieve the purpose specified above.

7. Matching or linking

The ONS micro data sets may be matched to other data sets but no disclosive data may leave the MAUS secure setting

8. Lawful use of the data

8.1 Data will be processed in accordance with the Data Protection Act (1998)

8.2 Access to these data will not breach any commitments made to respondents to protect the confidentiality of the data provided

8.3 These data are released in accordance with the Statistics of Trade Act 1947 and/or the Statistics and Registration Services Act 2007

8.4 The information will only be used for valid statistical research purposes and its use will meet the criteria and principles established in the National Statistics Code of Practice and the Protocol on Data Access and Confidentiality

8.5 The principles of the Freedom of Information Act apply and nothing provided in this Agreement is confidential to the beneficiary or to ONS

8.6 This data will be held by you on behalf of the United Kingdom Statistics Authority and are classified as 'personal information' according to the Statistics and Registration Service Act 2007.

8.7 The 2007 Act requires that you must not disclose the personal information that you hold on behalf of the Statistics Authority unless directly authorised by the National Statistician. Disclosure without this authority is a criminal offence.

9. Security of the data

9.1 Outputs from the Longitudinal Study will be processed in accordance with Annex A, Longitudinal Study Outputs

9.2 Users of the VML must have attended an appropriate training course

9.3 Users of the VML must comply with the procedures in the VML User Guide, in the VML Remote Site Instructions for Users, and in the training course.

9.4 The use and security of the data are fully compliant with the National Statistics Code of Practice, and Protocol on Data Access and Confidentiality.

10. Dispute Procedures.

Any disputes arising between the providing and beneficiary organisations will be resolved initially between the principals to the agreement. The agreement should specify any further recourse before entering the agreement. Otherwise, outstanding issues will be referred to the National Statistician.

11. Approval

The signatories believe this agreement is compliant with the statements of principle in the National Statistics Code of Practice (the Code) and the specific requirements of the Protocol for Data Access and Confidentiality (PDAC). Where this agreement 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.

11.1 Lead Researcher signature

I agree to meet the requirements listed in the Data Access Agreement.

Signature:.....Date:.....

(.....)

Name, Organisation

11.2 ONS Approval

I approve this request for data.

Signature:.....Date:.....

(.....)

Name, Status (position in the organisation)

Annex A Longitudinal Study Outputs

The lead researcher, on behalf of the research team, agrees to the following conditions.

For those receiving intermediate outputs:

1. The intermediate outputs supplied to researchers will be used only for the approved LS Research Project identified above.
2. The intermediate outputs will not be released to any other individual(s) or organisation(s) not named on the approved LSRB application. Everyone mentioned on the LSRB application form must have received Approved Researcher agreement before access to data is granted..
3. Additional project contributors or named associates will only be allowed access to the intermediate outputs or any information derived from the intermediate outputs after they have received Approved Researcher access and LSRB approval has been granted.
4. The intermediate outputs only will be processed at the institute(s) stated above, in accordance with the principles and conditions set out in the Data Protection Act 1998 and with proper safeguards to ensure confidentiality. The lead researcher confirms that:
 - 5.1 The system which holds the data is kept in a location that is physically secure, with appropriate access/firewall controls.
 - 5.2 The means of access to the data (such as passwords or pass-phrases) are kept secure and not disclosed by the researchers to any other individual, under any circumstances.
 - 5.3 Intermediate outputs will only be accessed, in an institutional setting, via a stand-alone PC or a closely controlled Local Area Network (LAN) with restricted access. Access to the PC or LAN will be via password or pass-phrase.
 - 5.4 Hard copies and backups of intermediate outputs are to be stored in a secure, access restricted filing cabinet.
 - 5.5 Intermediate outputs will not be accessed at a private residence
 - 5.6 Intermediate outputs will be not accessed at a location outside of the country stated as the site of access.
 - 5.7 The research team accepts that ONS reserves 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. For the purpose of conducting an audit, ONS is to be granted access to enter the premises where the data are stored and processed without notice at any reasonable time. the lead researcher will provide to ONS, on request, copies of any audits conducted for the organisation or myself, during the period of the licence, including any audit implementation plans.
5. All intermediate outputs supplied by ONS and any copies or information derived from them will be destroyed or returned to ONS on or before the end date specified above. At the end of the access period, the lead researcher agrees to destroy all copies of the data held by team members, including temporary copies, CDs, printed copies, personal copies, back-ups, derived datasets and all electronic copies. The lead researcher will be required to sign and return to ONS a declaration to confirm that all copies of the data have been destroyed or returned.

For all outputs:

6. The research team will submit outputs using LS data to ONS for clearance before releasing them for publication or to anyone not approved by the LSRB. Twenty working days notice is usually required for clearance. All outputs will acknowledge ONS and, where appropriate the ESRC Census programme and CeLSIUS, and include a conventional disclaimer.
7. No member of the research team will use outputs supplied to attempt to obtain or derive information relating specifically to an individual or household, nor claim to have obtained or derived such

information. Where there is doubt about the implications of a particular situation, the advice of ONS will be sought. If, subsequent to release, it appears possible that there is a risk of disclosure, ONS will be informed immediately.

8. Any duplication of the data will only be for the purpose of making personal copies to aid own approved research and analysis. No duplication of the data for any other purpose will take place.
9. Outputs or files derived from them may only be used for the approved LSRB project. Any extension to the approved project must be resubmitted to the LSRB.
10. The focus of the project is statistical research/analysis and the data will not be used for any other purpose, including personal or commercial gain.
11. There will be no matching or linking of the intermediate outputs to other data sources beyond those described in the approved LSRB application form.
12. The research team agrees to comply with any additional conditions that LSRB may consider necessary, listed below. Such conditions will be added to the Licence by ONS and notified to the licence holder by the LSRB when the application is approved. Accessing the data by the Licence Holder will signify acceptance of such additional conditions.
13. All the research staff involved in this project understand that the breach of any of the provisions of the Data Access Agreement may result in sanction being sought against those named on the agreement. These may include legal proceedings taken by the ONS for breach of obligations under statute or common law, and they may also include criminal proceedings.
14. All team members are required to report promptly a breach of any of the terms of the Licence. Failure to disclose details is a fundamental breach of the Data Access Agreement.
15. Any disputes arising from the use of the data and/or the terms of the Data Access Agreement will be resolved initially between the LSRB and the lead researcher.. Otherwise, outstanding issues will be referred to the National Statistician.