

UNIVERSITY OF LEEDS RESTRICTED ACCESS DATA ARCHIVE (RADAR)

DATA ACCESS AGREEMENT

This Agreement sets out the terms and conditions on which access will be granted by Leeds to the Data specified below. By signing this Agreement You agree to be bound by these terms and conditions.

1. Defined Terms

In this Agreement:

- 1.1 **“Agreement”** means this Data Access Agreement.
- 1.2 **“Confidential Information”** means any information of a confidential nature disclosed by Leeds to You in whatever form.
- 1.3 **“Data”** means [insert citation of the dataset to which access is being provided], which forms part of the Data Repository.
- 1.4 **“Data Repository”** means The University of Leeds Restricted Access Data Repository (**“RADAR”**).
- 1.5 **“Data Protection Law”** means relevant data protection law and regulation, including as applicable the Data Protection Act 2018 and the General Data Protection Regulation (EU 2016/679).
- 1.6 **“Data Subject”** means an identifiable individual.
- 1.7 **“Derived Data”** means the data, datasets, results, analyses, algorithms and /or derived variables used therein which may be generated from the use or analysis of the Data by You in carrying out the Project.
- 1.8 **“Leeds”** means The University of Leeds, whose main address is Woodhouse Lane, Leeds LS2 9JT.
- 1.9 **“Leeds Repository Services Team”** means Leeds staff who manage the Data Repository and administer access.
- 1.10 **“Manipulated Data”** means Data which has been subjected to organisational processes (including but not limited to sorting, formatting, filtering or transformation) in order to improve its usability without altering the underlying Data or generating any Derived Data.
- 1.11 **“Project”** means [insert brief description], which has been approved by Leeds Repository Services Team.
- 1.12 **“Term”** means [insert period].
- 1.13 **“You”** means [insert full name and address of individual], being the recipient of the Data.

2. Use of the Data

- 2.1 You acknowledge and agree that only You are permitted to have access to and to use the Data. You will access and use the Data solely for the purpose of carrying out the Project and will not access or use the Data for any other purpose without prior written consent from Leeds.
- 2.2 The Data are provided for Your academic purposes only, and You will not use the Data for any commercial purpose or any purpose that is subject to consulting or licensing obligations to third parties.

3. Ownership of Data, Derived Data and Intellectual Property

- 3.1 The Data (including any Manipulated Data) and all intellectual property rights therein will remain the property of Leeds and/or the depositor at all times and no right, title or interest in or to the Data is granted to You other than as expressly set out in this Agreement.

3.2 You will own all Derived Data and all intellectual property rights therein.

4. Confidentiality

4.1 You shall keep confidential the Data and any Confidential Information without limit of time, notwithstanding termination or expiry of this Agreement.

4.2 The obligation in **Clause 4.1** shall not apply where You can prove that the Data and/or Confidential Information:

- (a) has become public knowledge, other than through an unauthorised disclosure by You;
- (b) was already known to You prior to disclosure by Leeds or was independently developed by You without use of or recourse to the Data and/or Confidential Information;
- (c) was disclosed to You by a third party not under any obligation of confidence to Leeds; or
- (d) is required to be disclosed by law or by requirement of a regulatory body or court order.

5. Publications

You agree that any publications made by You of results arising from Your analysis of the Data will be produced in accordance with normal academic practice including (without limitation) appropriate acknowledgement of Leeds as the source of the Data used and citation of Data creators and depositors.

6. Disclaimers

6.1 You acknowledge and agree that access to, and use of, the Data is provided by Leeds on an “as-is” basis. Leeds gives no warranty, express or implied, that:

- (a) the Data is accurate or complete;
- (b) the Data is fit for any particular purpose; or
- (c) Your use of the Data will not infringe any third party intellectual property or other rights.

7. Term and Termination of Access

7.1 You agree that You will access the Data during the Term only. You accept and agree that:

- (a) Leeds may terminate Your access to the Data forthwith upon any breach of this Agreement by You; and
- (b) Leeds may terminate Your access to the Data for any (or no) reason upon giving You one month’s written notice.

7.2 On termination or expiry of this Agreement You shall immediately destroy all tangible copies of the Data in Your possession and (to the extent possible to do so) delete all copies of the Data from Your computer systems and confirm in writing to Leeds that this has been done.

7.3 You acknowledge and agree that the provisions of this Agreement which are intended to survive expiry or termination of this Agreement will continue in full force and effect following expiry of the Term or termination of Your access to the Data by Leeds pursuant to **Clause 7.1**.

8. Data Protection

8.1 You will comply with Data Protection Law.

8.2 You will not use, or attempt to use, the Data to deliberately identify a Data Subject, compromise or otherwise infringe the confidentiality of information on Data Subjects and their right to privacy.

8.3 You will make no attempt to link the Data to other datasets held by other parties in a way which may facilitate the reidentification of anonymised Data Subjects.

8.4 You agree to notify Leeds if You believe that the Data contains information from which a Data Subject may be identifiable, and You agree to comply with Leeds’ instructions regarding further use of the Data in such circumstances.

8.5 You take responsibility for the secure storage and safe deletion of all Data at the end of the Project.

8.6 You will apply all appropriate technical and organisational security measures to prevent unauthorised access to the Data and will use the Data in accordance with all applicable laws, regulations and research governance.

8.7 You will notify Leeds if you believe that the data has been lost or otherwise unlawfully accessed.

9. Obligations to a Third-Party Data Depositor

9.1 You acknowledge that certain data held within the Data Repository by Leeds may be subject to additional obligations in favour of the depositor of that data or other third parties, such as the funder which paid for collection of that data. If the Data is subject to any such obligations the additional requirements with which You must comply will be set out in Schedule 1, below.

10. Applicable law and jurisdiction

You agree that English law shall govern this Agreement and the English courts shall have exclusive jurisdiction over any matter relating to it.

Schedule 1

Additional Requirements Applicable to the Data – NOT APPLICABLE

The foregoing terms and conditions are hereby agreed and accepted:

For and on behalf of The University of Leeds

Signed:

Dated:

Name:

Job Title:

For and on behalf of the recipient institution,

This representative may be a head of department, supervisor, or senior IT personnel.

Signed:

Dated:

Name:

Job Title:

By the recipient

Signed:

Dated:

Name:

Job Title: