 

User Agreement.

Place-based Longitudinal Data Resource.

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| Internal01/02/2017Version: 05.00Review date: 10/11/2019 |   |  |

Scope

The Place-based Longitudinal Data Resource PLDR require PLDR Approved Users (“User”) accessing safeguarded data and controlled data services to agree to this User Agreement (“Agreement”) and any other document referred to herein before being issued credentials to access data either by secure download or at any of the Centre’s secure laboratory facilities (“Secure Lab”).

1. Introduction

Following project approval the Agreement has to be signed by the Approved User and by an Institutional Signatory and returned, prior to being issued download instructions and password or site specific instructions for the assigned 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 made between

1. [**Name(s)**], PLDR Approved User(s) at[Department, institution]
2. [**Institution**] [address], and
3. The Integrated Longitudinal Research Resource (“PLDR”) hereby represented by the University of Liverpool.

3. Definitions

**“PLDR”** is a collection of neighbourhood level datasets related to the determinants of health and health outcomes established by the ARC NWC

**“PLDR Approved User (User)”** A researcher to whom the PLDR governance board and any relevant data owners have granted access for the purposes of research to safeguarded or controlled data held by the PLDR.

**“Institutional Signatory”** An authorised signatory from the PLDR Approved User’s institution.

**“Data Partner”** the organisation with whom the PLDR has entered into an agreement to provide open, safeguarded and/or controlled data to the PLDR data service.

**“The PLDR Governance Board”**  A group of representatives from ARC NWC partners, who approve applications for accessing PLDR datasets.

**“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 PLDR Governance Board.

**“CDRC Secure Lab (Secure Lab)”** The secure laboratory facilities at the University of Liverpool.

**“Safeguarded Data”** data to which access is restricted due to Agreement conditions, but where data are not considered ‘personally-identifiable’ or otherwise sensitive – an example might include data from retail companies on store turnover.

 **“Controlled Data”** data which need to be held under the most secure conditions with more stringent access restrictions, including data which are ‘personally-identifiable’ and therefore subject to Data Protection legislation or are considered commercially sensitive.

 **“User Agreement”** The User Agreement between the Data Provider and the PLDR.

**IT IS HEREBY AGREED:**

1. Agreement
	1. The User shall be responsible for processing Data in accordance with all applicable laws and all regulatory standards applicable to such Data.
	2. The User will ensure that any Data Partner stipulations as specified in the project approval notification (see Appendix 1 ) are adhered to.
	3. Access to the [Safeguarded Data/Controlled Data] is being provided for the analysis and research as outlined in the Purpose and detailed in Appendix 2 the Data Access Request form. The [Safeguarded Data/Controlled Data] shall not be used or processed for any other purpose without the prior written consent of the PLDR governance board and where necessary the data partner(s).
	4. The User shall not disclose nor compromise any of the [Safeguarded Data/Controlled Data] from the individual records obtained or produced from said data pursuant to this Agreement to anyone other than (i) those approved for the same research Purpose [and (ii) PLDR staff involved in the review of the outputs for the statistical disclosure control].
	5. The User shall ensure that no attempts are made to link the [Safeguarded Data/Controlled Data] 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 as part of the Purpose.
	6. On termination of the Agreement for whatever reason, all access to the [Safeguarded Data/Controlled Data] related to the Purpose shall cease forthwith, and electronic access be denied. The user will permanently destroy/delete or erase the Data, together with all hard or soft copies of the same and certify such destruction to the PLDR.
	7. The PLDR 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 [Safeguarded Data/Controlled Data] 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.
	8. Any incidents of unauthorised access to, processing of, or disclosing of, the [Safeguarded Data/Controlled Data] must be reported immediately to the PLDR.
	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.

**Output Release for** [Safeguarded Data/Controlled Data]

* 1. The User shall not reproduce to any extent from the Secure Lab virtual environment any original dataset or copies or subsets of any Controlled data.
	2. Any outputs to be removed from the CDRC secure lab by the User must first be screened by the PLDR data scientist 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. Only outputs that have been screened and cleared by the PLDR will be sent to researchers.
	3. The User agrees to work with the PLDR governance board to meet the requirements of safe outputs. In the event that the PLDR governance board decides not to release the proposed output, if feasible the user will be allowed to revisit the secure facility to rectify the problem. However, the final decision to release an output rests with the PLDR governance board, not the User. Major transgressions will be permanently deleted and the remaining output returned to the PLDR approver pool.
	4. Users are responsible for applying the rules and regulations for disclosure risk analysis as specified by the Anonymisation Standard for Publishing Health and Social Care Data: http://www.isb.nhs.uk/library/standard/128; and  Anonymisation: managing data protection risk code of practice: <http://ico.org.uk/for_organisations/data_protection/topic_guides/anonymisation> and the Code of Practice for Official Statistics and the Protocol on Data Access and Confidentiality prior to submission of analytical outputs for clearance and release. 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 Agreement holder to consider and protect against any other circumstances that might result in the disclosure of the identity of an individual.
* Tables that contain very small sample numbers in some cells may be disclosive. The Agreement holder will ensure that tables do not report numbers or percentages in cells based on less than 5 cases. Cells based on less than 5 cases should be combined with other cells or, where this is not appropriate, reported as 0 percent.
* The Agreement holder will ensure that all tables report weighted values, where weights are available.
* Tables and other outputs derived from data will not be published in a form where the level of geography would threaten the confidentiality of the data. Where the Agreement holder is proposing publishing statistics derived from safeguarded data at local authority level or lower they must contact the PLDR governance board to gain confirmation of the confidentiality of any outputs for publication.
* Although most outputs from models or other statistical analysis will not be disclosive, the Agreement 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.
* Graphical outputs should be based on non-disclosive data. The Agreement holder will take particular care not to report extreme outliers.
	1. The PLDR reserves the right to release in whole or in part, an amended version or not to release at all, as the PLDR deems appropriate, the proposed output produced by the User pursuant to this Agreement.
	2. The user agrees that at the conclusion of their research, if the Agreement agreements allow, to offer for deposit in the PLDR in a suitable format any new data collections which have been derived from the materials supplied or which have been created by the combination of the data supplied with other data. The deposit of the derived data collection(s) will include sufficient explanatory documentation to enable the new data collection(s) to be accessible to others.

**Acknowledgements and Copyright for Safeguarded and Controlled Data**

* 1. The safeguarded and controlled data and related documentation shall at all times be and remain the sole and exclusive property of the PLDR and/or the data owner (s). This Agreement pertains to the use of the safeguarded and controlled data 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 safeguarded and controlled data or the related documentation to the User.
	2. 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.
	3. The User must submit any publications for scrutiny by the PLDR governance board and relevant Data Partners under the terms of the User Agreement between the PLDR and the Data Partner.
	4. The User must acknowledge, in any publication, whether printed, electronic or broadcast, that contains outputs released by the PLDR, the original data creators, depositors or copyright holders and the PLDR and its funders in the form specified in information accompanying the dataset or notified to the User.
	5. The User must cite, in any publication, whether printed, electronic or broadcast, that contains outputs released by the PLDR, the data collections used in the form specified in information accompanying the dataset or notified to the User.
	6. Where using PLDR HES Released Indicators the User must cite the HSCIC's copyright correctly as follows:  "Copyright © <year>, re-used with the permission of The Health & Social Care Information Centre. All rights reserved."

5. Declaration

By signing this Declaration, you are confirming:

* 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 PLDR 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 Secure Lab training session and abide by the Secure Lab terms and conditions
* 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 PLDR may hold and process information submitted by me in my Project Proposal 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 PLDR 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 safeguarded or controlled data without the written authority of the PLDR and/or Data Partner.
* 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 PLDR and/or Data Partner.
* My lawful use of Personal Information is only for the purposes of research that will serve the public good.
* Any information accessed through the PLDR 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 PLDR 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 where accessing controlled data by an appropriate officer (e.g in the Research & Contracts Office, or equivalent) of their institution.

Where there is a research team, each member of the team will be considered as a User and will be required to sign this Agreement for that research Purpose.

**Signatories:**

**PLDR Approved User(s):**

Name:

Date:

**Institutional Signatory**:

Name:

Signed by and on behalf of [**User’s Institution**] acting by a duly authorised signatory

Date: