

**END USER LICENCE AGREEMENT FOR NON-ACADEMIC USERS OF
THE SAMPLES OF ANONYMISED RECORDS: CONTACT DETAILS**

Please provide the details of the individual we should contact in relation to this End User Licence Application.

Name: _____

Title: _____

Position: _____

Department: _____

Organisation: _____

Address: _____

Phone Number: _____

Fax number: _____

Email address: _____

Website: _____

Type of Organisation: Central Government/Local Government/Health Authority/
Market Research/NGO/Charity/Other (delete as appropriate)

If other, please specify: _____

Purpose for using the data: _____

Any specific notes or Query: _____

Cathie Marsh Centre for Census and Survey Research
Humanities Bridgeford Street
University of Manchester
Oxford Road
Manchester
M13 9PL

sars-helpdesk@manchester.ac.uk
+44 (0) 161 275 4735
<http://www.ccsr.ac.uk/sars>

For University Use Only

1. **APPLICATION NUMBER**

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**END USER LICENCE FOR NON-ACADEMIC USERS
OF THE SAMPLES OF ANONYMISED RECORDS**

Agreement with non-academic users of UK Samples of Anonymised Records supplied through the Cathie Marsh Centre for Census and Survey Research at The University of Manchester

THIS AGREEMENT is made on the day of20..... between **The University of Manchester** acting through the **Cathie Marsh Centre for Census and Survey Research**, Faculty of Humanities, Humanities Bridgeford Street, Oxford Road, Manchester, M13 9PL (“**the University**”) and [*insert company name*] of [*insert full registered address of company*] (“**the End User**”).

WHEREBY IT IS AGREED as follows:

This Application refers to the order submitted by or on behalf of the End User dated

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Copyright

The End User acknowledges that copyright in the SAR data files is the property of the Crown.

Purpose

The University grants to the End User a non-exclusive, non-transferable licence to use the SAR data files within the terms and conditions set out in this End User Licence. Any other use or duration extension must first be authorised in writing by the Director of the ESRC Research Methods Programme at the Cathie Marsh Centre for Census and Survey Research, The University of Manchester.

Payments

In consideration of the Licence hereby granted the End User agrees to pay the University the sum of exclusive of VAT.

SCHEDULE 1

Description of SAR files

<u>Title</u>	<u>Software Provided</u>	File required (tick)
2001 Individual SAR for England and Wales, Scotland and Northern Ireland	NSDstat	<input type="checkbox"/>
Small Area Microdata 2001 for England and Wales, Scotland and Northern Ireland	NSDstat	<input type="checkbox"/>
1991 GB Individual SAR	NSDstat	<input type="checkbox"/>
1991 GB Household SAR	NSDstat	<input type="checkbox"/>
1991 NI Individual SAR	NSDstat	<input type="checkbox"/>
1991 NI Household SAR	NSDstat	<input type="checkbox"/>

End User Licence

This Agreement is made between **The University of Manchester** acting through the **Cathie Marsh Centre for Census and Survey Research**, Humanities Bridgeford Street, Oxford Road, Manchester, M13 9PL ("**the University**") and the "**End User**" as defined and detailed above in order to provide the End User with the right to use the Samples of Anonymised Records from the UK Census according to the terms below.

In this agreement:

"Data Collection Funder" means the persons or organisations which are the Economic and Social Research Council (ESRC), Office for National Statistics, General Register Office for Scotland and Northern Ireland Statistics and Research Agency that funded the collection and/or creation of the Samples of Anonymised Records from the census of population.

"Data Team" means in relation to the SAR files, the University and the relevant Data Collection Funder.

"Force Majeure" shall include, although not by way of limitation, strikes, lockouts, riots, sabotage, acts of war or piracy, destruction of essential equipment by fire, explosion, storms, flood or earthquake, and delay caused by failure of power supplies or transport facilities.

"Intellectual Property Rights" means any patent, registered design, copyright (including moral rights), database right, design right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual property right of any nature whatsoever in any part of the world.

"Metadata" means any additional or bibliographic information about one or more of the SAR files, as notified to the End User from time to time. Metadata may be supplied by electronic means.

"SAR files" shall mean all Sample of Anonymised records (SAR) files from 1991 and 2001 censuses together with supporting Metadata and any Software supplied to the End User by the University as set out in the First Schedule.

"Special Conditions" means any further conditions applicable to the use of one or more of the SAR files by an End User, as notified to the End User in accordance with paragraph 5 of the End User Licence.

"Software" means NSDSTAT supplied as part of the SAR files.

The End User agrees to the following conditions of use in consideration of the SAR files being made available to them through the various contributions of each member of the Data Team:

1. To use the SAR files only in accordance with this End User Licence and to notify promptly the University of any breach of its terms in writing or of any infringements of the SAR files of which it becomes aware.
2. To use and to make personal copies of any part of the SAR files in accordance with the conditions set out in this End User Licence.
3. That this licence does not operate to transfer any interest in the Intellectual Property Rights or copyright to the End User. All rights in the SAR files and any data derived from the SAR files remains the property of the Crown.
4. That the Licence and the SAR files are provided by the University on an "as is" basis and without warranty or liability of any kind. Any representations or warranties given by any member of the Data Team relating to this licence, expressed or implied, are excluded to the maximum extent permitted by law.
5. To accept and abide by any Special Conditions attached to the SAR files which will be notified to the End User by the University at the time of either ordering or delivery of a dataset.
6. To give access to the SAR files, in whole or in part, or any material derived from the SAR files only to the Authorised Persons listed in Schedule 2 and who have registered and accepted the relevant Special Conditions necessary to access and use the SAR files.
7. To notify the University of any changes in the information recorded under Schedule 2 and to agree to destroy or return the SAR files on leaving employment with the stated employer.
8. At all reasonable times to grant an accredited representative of the University access to check the observance of the terms and conditions of the End User Licence.
9. To ensure that the means of access to the data (such as passwords) are kept secure and not disclosed to a third party except by special written permission or licence obtained from the University.
10. Census output in the SAR files incorporate safeguards against possible identification of any particular person or household or organisation. The End User shall not use the Census output to attempt to obtain or derive information relating specifically to an identifiable individual, household or organisation, nor claim to have obtained or derived such information.

11. To acknowledge in any publication, based wholly or in part on the SAR files, the source and copyright specified in (a) and (b) below including any particular form specified on the data distribution notes or in accompanying Metadata received with the dataset or notified to the End User.
 - (a) The source of the SAR file (Census output) should be prominently displayed whenever the SAR file is published e.g. "Source: 2001 Census Samples of Anonymised Records"
 - (b) Census output remains Crown copyright. The following copyright statement should be featured if you publish Census output:

"Census output is Crown copyright and is reproduced with the permission of the Controller of HMSO and the Queen's Printer for Scotland"
12. To supply the University with the bibliographic details of any published work based wholly or in part on the SAR files.
13. That the members of the University may hold and process any personal data submitted by the End User for validation and statistical purposes, and for the purposes of the management of the service or for any other lawful purpose notified to the End User and to which the End User has consented under this End User Licence in relation to the SAR files, and they may also pass the information on to other parties such as: (i) Depositors and distributors of material contained in or accessed via the University; (ii) copyright and other Intellectual Property Rights owners whose data is held by the University; as well as (iii) the End User's own institution or organisation, in compliance with the Data Protection Act 1998.
14. To notify the University of any errors discovered in the SAR files.
15. That any personal data submitted by the End User is accurate to the best of its knowledge, and that any changes in that personal data, including educational or employment status, will be made known to the University at the earliest possible opportunity.
16. Not to assign the benefits and obligations arising under this End User Licence.
17. In the event that the End User is wound up (or in the case of an individual becoming bankrupt) whether voluntarily or compulsorily (except in the case of a winding up for the purpose of amalgamation or reconstruction where the resultant body agrees to be bound by this End User Licence including payment of any sums owing hereunder prior to such amalgamation or reconstruction) or has a Receiver appointed of any of its assets or enters into a composition with its creditors the University may immediately terminate this End User Licence without prejudice to any existing rights of either party under this End User Licence. In this event the SAR files should be destroyed or returned to the University.

18. In the event that either party is delayed in the performance of its obligations under this End User Licence (irrespective of best endeavours) by Force Majeure this End User Licence shall remain in suspense until the cause thereof has ceased.
19. Breach of any of the provisions of this End User Licence by the End User will lead to immediate termination of access to all SAR files and the services provided by the University either permanently or temporarily, at the discretion of a member of the University, and may result in legal action being taken against the End User. The End User understands that where there is no breach of this Licence, it may be terminated, or its terms altered, by a member of the Data Team either after 30 days notice; or, if a service charge has been paid in advance, at the end of the period for which payment has been made, whichever is the longer.
20. The failure to exercise or delay in exercising a right or remedy provided by this End User Licence or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

21. DISCLAIMERS

21.1 To the extent that applicable law permits:

- (a) The University and Data Team bear no legal responsibility for the accuracy or comprehensiveness of the data supplied.
 - (b) The University and Data Team accept no liability for, and the End User will not be entitled to claim against them in respect of, any direct, indirect, consequential or incidental damages or losses arising from use of the SAR files, or from the unavailability of, or break in access to, the service, for whatever reason.
 - (c) Whilst steps have been taken to ensure all licences, authorisation and permissions required for the granting of this Licence have been obtained, this may not have been possible in all cases, and no warranties or assurance are given in this regard. To the extent that additional licences, authorisations and permissions are required to use the SAR files in accordance with this Licence, it is the End User's responsibility to obtain them. **The University will make reasonable efforts to inform the End User where permissions are required.**
 - (d) The aggregate liability of the University (whether in contract or in tort or otherwise) to the End User for any loss or damage howsoever caused shall be limited to and in no circumstances shall exceed the portion of the Fee received by the University at the date the liability was incurred, or where the University's liability is covered by an appropriate insurance policy, such liability shall not exceed the single incident limit specified in that policy.
22. The End User agrees to indemnify and shall keep indemnified the University against any costs, actions, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising from or in connection with any

third party claim made against the University relating to the End User's use of the SAR files or any other activities in relation to the data where such use is in breach of this licence.

23. If the whole or any part of a provision of this End User Licence is void, unenforceable or illegal for any reason, that provision will be severed and the remainder of the provisions of this End User Licence will continue in full force and effect as if this End User Licence had been executed with the invalid provision eliminated.
24. This End User Licence may be varied in writing by agreement of the University, the Data Team and the End User (who may give its consent to such variations by electronic means). No consent from any other party is required to vary or rescind this End User Licence.
25. No person who is not a party to this End User Licence is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
26. This End User Licence and any documents to be entered into pursuant to it shall be governed by and construed in accordance with the laws of England and Wales and each Party irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this End User Licence and the documents entered into pursuant to it.