

# University of Manchester

## Terms & Conditions of Access Agreement

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**CENTRE FOR  
EPIDEMIOLOGY  
VERSUS  
ARTHRITIS**

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## Definitions of Terms

**Controlled data:** Refers to 'data' for which the Data Sharing Approvals Board has approved access. This data should be considered confidential; the Terms & Conditions of Access Agreement details how the researcher must work with controlled data.

**Data Safe Haven Plus (DSH+):** Is the University of Manchester highly restricted technical infrastructure for supporting research access to controlled data.

**Data sharing Approval Board (DSAB):** The Board decides whether a project is granted access to controlled data and ensures that the approvals process is fair and transparent and data are properly safe guarded.

**Researcher:** Eligible researchers must work in a UK academic institution, charity or public sector organisation for the duration of access to the DSH+.

**Statistical Disclosure Control:** Is a methodology used to check that research outputs do not disclose potentially identifying information before release from the DSH+.

**Statistical results or outputs:** Refers to statistics derived from the data. A researcher may produce statistical outputs not intended for release but for sharing with other researchers working on their project to help them in their analysis. These types of outputs are called intermediate output. Final outputs are statistics derived from data which have been checked and cleared as non-disclosive, and can be safely shared beyond the research team.

## 1. Introduction

Researchers wishing to access data for which they have approval from the Data Sharing Approvals Board must agree to the terms set out in this document and any other document referred to herein.

This Agreement represents one of the steps that the researcher must fulfil prior to being granted access to controlled data through the DSH+. It must be signed by the researcher and returned by email ([DSAB@ds.man.ac.uk](mailto:DSAB@ds.man.ac.uk)) to the Data Sharing Approvals Board secretariat.

This Agreement demonstrates that the prospective researcher understands the seriousness of their undertaking, and that they understand that penalties may be imposed for non-compliance with security or confidentiality (detailed in Appendix A).

## 2. Parties

This Agreement is between

1. the individual researcher accessing controlled data or intermediate outputs via the University of Manchester DSH+; and
2. the University of Manchester ('University')

### 3. Agreement

#### 3.1 Access and Use

**1.** Access to data is being provided for the research purpose described in your approved *Data Access Application Form*. Data provided shall not be used for any other purposes without the prior written consent of the Data Sharing Approvals Board (hereafter referred to as the Board).

**2.** The researcher is required to obtain researcher accreditation status (safe researcher training) to access data supplied by the Board within the DSH+.

**3.** The researcher shall not disclose the data pursuant to this Agreement to anyone.

**4.** The researcher will not attempt to identify any individual person or organisation through access and use of the data. In the unlikely event that a researcher inadvertently identifies a data subject via spontaneous recognition, the researcher will inform the Centre's Research Information Governance team (RIG) [DSAB@ds.man.ac.uk](mailto:DSAB@ds.man.ac.uk) as soon as possible.

**5.** The researcher will not attempt to link the data to any other external files, unless such data linkage exercise has been explicitly approved as part of their application, or approved subsequently as part of a special request to the Board.

**6.** Any incidents of unauthorised access to, processing of, or disclosing of data must be reported to the Board as soon as possible.

**7.** Any non-compliance with this Agreement will result in the immediate imposition of remediation, see Appendix A for a list of non-compliance behaviours. Also see the Terms & Conditions of Access Compliance Policy ([add web link](#)) for more information.

**8.** The Board reserves the right to monitor, record, and audit, or to request a written report from the researcher regarding the use and activities relating to the use of the data by the researcher during the lifetime of this Agreement.

**9.** The Board will retain all information submitted by the researcher (including queries, applications, appeals, project documentation) for the lifetime of the Board. The Board will retain and use this information for monitoring, management and improvement of the service and for the creation of a knowledge base. In the interest of transparency, the Board may publish the PIs name, Institution and project title of the individual projects approved by the Board on the University of Manchester website. In addition, the Board will publish at the end of the project a one page lay summary of the project as supplied by the researcher.

**10.** 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.

**11.** On termination of the Agreement for whatever reason, all access to the data related to the project shall cease immediately.

### 3.2 The researcher's environment

12. The researcher is required to take steps to maintain the confidentiality of the data for which they are granted access. The researcher undertakes to:

- a. Use the provided credentials for verifying their identity using two-factor authentication when logging onto the DSH+.
- b. Not to share their credential with anyone else (including other members of their research team).
- c. Create a password that has a minimum length of 10 characters, is case sensitive, contains a mixture of alphabetic (a-Z, upper and lower case), numeric (0-9) and special characters from the range: ! @ # \$ % ^ & + = / ? [ ] . , \_ ~ -
- d. Not allow their account to be used by anyone else, either by logging on and permitting others to use their session, or by disclosing their credentials.
- e. Only access the data in an office at their place of work.  
*Unless in correspondence with the Centre's RIG team it is agreed that another (specified) location can be used.*
- f. Work in an allocated office space only. The data must not be accessed in a communal space such as (but not limited to) a campus Library, Shop or Cafe.
- g. Work, if possible in a single occupancy office. If this is not possible, the researcher's computer screen must be positioned so it is not overlooked or alternatively they must use a privacy shield on their computer to ensure no one other than the named researcher can see the data.
- h. Ensure that the lock screen function on the device used for accessing the data is activated.
- i. Lock the door when leaving their office or if in a shared office shut down access to the DSH+.
- j. Make no attempt to screen-shot, copy, move, download or take a picture of the data.
- k. Only access data for which they have been given permission from the Board.
- l. Keep all notes relating to their work with the data in a locked drawer and at the end of the project destroy all notes using a confidential waste deposal service approved by their Institution.
- m. Provide the Board with a photo of their work environment (if working in an office at their place of work).

### 3.3 Statistical Outputs and releases

13. Prior to moving intermediate or final outputs, the researcher is required to apply the rules for Statistical Disclosure Control (SDC) for outputs.
14. Only named applicants will be granted access to view intermediate outputs in the DSH+.
15. Final outputs, prior to removal from the DSH+, must first be screened by the Board's output checkers to ensure that they are non-disclosive.
16. The Board's output checkers reserve the right to release in whole or in part, an amended version or not to release at all, as deemed appropriate, the proposed output produced by the researcher working on the project pursuant to this Agreement.
17. In the event that the Board's output checkers decide not to release the proposed output, the researcher will have an opportunity to attempt to demonstrate to them that the output is safe. However, the final decision to release an output rests with the Board's output checkers, not the researcher.

### 3.4 Acknowledgement and Copyright

18. Data and related documentation pursuant of your application shall at all times be and remain the sole and exclusive property of the data controller(s). This Agreement pertains to the use of the data to produce a "proposed output" for research purposes, nothing contained herein shall be deemed to convey any title or ownership interest in the data to the researcher.
19. The researcher must acknowledge, in any publication, whether printed, electronic or broadcast, that contains outputs released by Board,
  - the original data creators, depositors or copyright holders;
  - the data collections,Wording for this will be provided.
20. The researcher agrees to submit, upon completion of their project, to the Board a one page plain English summary of their project to be published on Centre for Epidemiology Versus Arthritis (University of Manchester) website.

## 4. Declaration

The Declaration is to be agreed and signed by the applicant.

By signing this Declaration, I, the Researcher confirm that:

- I have read and understand the conditions specified in this Terms \*Conditions of Access Agreement.
- The information provided, including any supporting documentation relating to my application, is correct.
- I authorise the Board to check the authenticity of the information I have provided including my identity, title, role and contact details.
- The data provided to me shall be kept secure and confidential according to the terms of this Agreement.

In addition, that I understand that:

- The Board will hold and process information associated with my application for validation and statistical purposes, and for the purposes of the management of the service.
- I may be liable to criminal prosecution under the Data Protection Act (2018) if I disclose Personal Data without the written authority of the relevant data controller.
- I may be liable to penalties outlined in Appendix A of this Agreement if I disclose data or breach procedures.
- I am required to bring directly to the attention of the Board any matters or events that may affect my obligations under this declaration.
- I am required to inform the Board of any changes:
  - to my contact details;
  - relevant to my research or this application.

Researcher full name and title	
Institution address	
Signature	
Date	

## APPENDIX A: Non-compliance behaviours

<i>Procedural – information you provide</i>
Providing false or inaccurate information on your application form
Providing a picture of your work environment which is not reflective of your actual work environment
A failure to inform the Board of any matters or events that may affect your obligations under this declaration
A failure to inform the Board of any relevant changes related to your research application and to your research project proposal
A failure to inform the Board of any changes to your contact details
A failure to provide to the Board a one page plain English summary of your project for publication on its website.
<i>Procedural –managing your security for access to the DSH+</i>
A failure to keep your verification credentials and password secure
Sharing your verification credentials and or passwords with unauthorised persons
Attempting to access data from an access point other than the one agreed
<i>Procedural –how you work within the DSH+</i>
Using the data provided to you for a purpose other than the one stipulated in your application and agreed to by the Board
Attempting to link data provided to you with any other external files unless, such, data linkage has been explicitly approved of by the Board.
Attempting to screen-shot, copy, download or take a picture of the data (controlled or outputs)
Attempting to reproduce to any extent, any original dataset or copies or subsets of any data for which you have been given access
Enabling or allowing an authorised person to see, copy, download or remove data (controlled or outputs) from the DSH+
Attempting to move outputs (intermediate or final) within or from the DSH+ without the explicit permission of the Centre's RIG team
Deliberately providing misleading or inaccurate information to the output checkers
A failure to implement a document management plan including ensuring the safe disposal of any notes associated with working with the controlled data
<i>Procedural –reporting an event/incident</i>
A failure to report incidents of unauthorised access to, processing of, or disclosing of data as soon as you become aware of it and no later than 48 hours after you become aware of it.
A failure to co-operate with a security incident or event investigation undertaken by the Board
<i>Procedural –acknowledgement and copyright</i>
A failure to properly acknowledging in any publication, whether printed, electronic or broadcast, that contains outputs released by Board, the original data creators, depositors or copyright holders.
A failure to cite, in any publication (printed, electronic or broadcast,) that contains outputs released by Board, the data collections used.



*Civil —how you work within the DSH+*

Making unauthorised modifications to software applications or hardware provided in the DSH+

*Criminal (Data Protection Act, 2018 Sections 170, 171)*

Knowingly or recklessly retaining personal data without the consent of the data controller

Attempting to identify persons within a confidential dataset. It is also an offence for a person to knowingly or recklessly process personal data that is information that has been re-identified

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