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**ISSDA Data Request Form**

**for Teaching Purposes and End User Licence** **– Pseudonymised Datasets**

**Instructions for completing ISSDA Data Request Form** **for Teaching Purposes and End User Licence:**

Access to data available through ISSDA can be requested by our Designated Community. ISSDA’s Designated Community consists of higher education institutions (HEIs) and research-performing organisations (RPOs) across multiple sectors and jurisdictions with broad relevance to the Social Sciences and Public Health.

This document is filled out to request access to data which has been made available by the holder of the rights to the data (the **“Depositor**”) through ISSDA and must be completed by Lead End User who is the Module/Workshop coordinator.

This document has a number of sections:

* **Section 1** is a **Data Request Form** where we ask for information about the Lead End User and the Intended Use of the datasets, the Module/Workshop where it is intended to use the datasets. The Datasets may be used only for the purpose of teaching for the duration a specific Module/Workshop. The Dataset must be re-applied for each time the Module/Workshop is run.
* **Section 2** is an **End User Licence** which sets out the conditions for using the datasets you request. Anyone to whom ISSDA, on behalf of the Depositor, makes a Dataset available agrees to these conditions. Acceptance of the conditions establishes an agreement between ISSDA and the End User. In the Signatures section the End User acknowledges that by signing their name, they confirm that they have read, understood, and agree to abide by all of the terms and conditions in the End User Licence. All Module/Workshop Attendees are bound by the same terms and conditions as the Lead End User. The Lead End User has the responsibility to oversee their adherence to ISSDA’s conditions.

**Please complete and sign all sections including names on page 1 and signatures on page 9.**

Please complete and submit for approval by email to [issda@ucd.ie](mailto:issda@ucd.ie). Please complete this form in MS Word or similar and convert a “pdf” format, do not print to complete.

Please note that any reference to signature in this document can be read as meaning an electronic signature where such an application is forwarded electronically.

**Section 1: Data Request Form**

**Part A: End User Contact Details**

**“End User” means the Research Organisation and Lead End User contact information:**

|  |  |
| --- | --- |
| Research Organisation (Higher Education Institution or Research Performing Organisation) \* |  |
| Lead End User first name \* |  |
| Lead End User last name \* |  |
| Address |  |
| Country \* |  |
| Email \* |  |
| Phone |  |

\* Indicates required field

Please note:

* The Lead End User is responsible for advising Module/Workshop Attendees of the guidelines agreed in this document for handling the data and to assure that these guidelines are adhered to by all of the Attendees.

**Part B: Datasets Requested**

“**Dataset**” means the digital data, associated metadata and related documentation described in this Part B. Please refer to the full list of datasets on the ISSDA website: <https://www.ucd.ie/issda/accessdata/issdadatasets/>

Please include Study Number (SN) where appropriate

|  |  |
| --- | --- |
| Study number | Dataset Name & Wave |
|  |  |
|  |  |
|  |  |

Add additional rows as needed.

**Part C: Intended Use**

“**Intended Use**” means the description of how the End User proposes to use the Dataset. The Dataset may only be used for the purpose as outlined in Part C. The Dataset must be re-applied for each time the Module/Workshop is run.

|  |  |  |
| --- | --- | --- |
| Name of Institution/Organisation \* |  | |
| Name of Module/Workshop Coordinator\* |  | |
| Name of Module/Workshop\* |  | |
| Module/Workshop End Date\* |  | |
| Number of Expected Attendees\* |  | |
| Level of Attendees \* | Academic staff |  |
| Postdoctoral researcher |  |
| PhD student |  |
| Masters student |  |
| Undergraduate student |  |
| Other [please specify] |  |

Please note:

* The Lead End User is responsible for advising Module/Workshop Attendees of the guidelines agreed in this document for handling the data and to assure that these guidelines are adhered to by all of these persons involved.
* Attendees may not be given a copy of the data for use outside of the Module/Workshop.
* Attendees can apply directly to ISSDA for a copy of the data, subject to the usual terms and conditions.
* The Dataset must be deleted from all computers once the Module/Workshop has been completed. The data must be reapplied for each time the Module/Workshop is run.

|  |
| --- |
| Please provide a short description of the Module/Workshop: \* |
|  |

|  |  |  |
| --- | --- | --- |
| **Subject Area \*** | Economics |  |
|  | Education |  |
|  | Engineering |  |
|  | Environment/Agriculture |  |
|  | Health/Well-being |  |
|  | Law |  |
|  | Policy |  |
|  | Social issues |  |
|  | Sport |  |
|  | Technology |  |
|  | Other [please specify] |  |

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**Section 2: End User Licence for Pseudonymised Datasets**

University College Dublin National University of Ireland Dublin (“**UCD**”) operates the Irish Social Science Data Archive (“**ISSDA**”) and facilitates access by members of the Designated Community to Datasets. This licence sets out the conditions for using the Dataset, that has been deposited in the ISSDA Archive by the Depositor and includes Section 1 and Section 2 (the “**End User Licence**”). Anyone to whom ISSDA, on behalf of the Depositor, makes a Dataset available agrees to the following conditions. Acceptance of the End User Licence establishes an agreement between UCD, via ISSDA, and the End User.

**TERMS OF USE**

These terms of use cover the use of the Dataset supplied by ISSDA, on behalf of the Depositor, in accordance with the Data Request Form at Section 1 above.

**The End User undertakes and agrees:**

1. To act in accordance with the National Policy Statement on Ensuring Research Integrity in Ireland, the General Data Protection Regulation 2016/679 (“**GDPR**”) and all applicable legislation and regulations relating to the protection of personal data including (without limitation) the Data Protection Acts 1988-2018, GDPR, the Health Research Regulations and all other applicable legislation or codes of practice relating to the processing of personal data or privacy or any amendments and re-enactments thereof (“**Data Protection Legislation**”) and any other applicable laws and regulations.
2. That ISSDA grants to the End User a non-exclusive royalty free, non-transferable, non-sublicensable licence to use and to make copies of any part of the Dataset only for the Intended Use specified in Section 1 Part C and only for use in the EEA. The End User is not permitted to use the Dataset for any other purpose without the prior written approval of ISSDA or, where applicable, the Depositor.
3. This licence is strictly for research use only. Any request to use the Dataset for commercial use will be forwarded to the Depositor who shall have sole discretion as to whether or not to grant such access. ISSDA shall not be a party to any arrangement between the End User and Depositor in relation to the commercial use of the Dataset.
4. This End User Licence will become effective on the date this End User Licence is signed by the End User and will expire on the Module/Workshop end date as specified in Section 1 Part C.
5. ISSDA will communicate project expiry date to end user at a minimum of 30 days prior to expiry date. On or before the Module/Workshop End Date (or such later date as approved by ISSDA), the End User will destroy or delete the Dataset and all copies (including any hard or soft copy) which are in its possession or control and shall make no further use of the Dataset. The end user will complete and return a data destruction form to ISSDA no longer than 7 days after the expiry date.
6. This End User Licence does not operate to transfer any interest in intellectual property including but not limited to copyright or other right to the End User from the Dataset funders, ISSDA, the original data creators or Depositors or any other rights holder.
7. To respect all intellectual property rights to the Dataset, such as copyrights, database and/or neighbouring rights. This includes (but isn’t limited to):

1. acknowledging, in any work based in whole or part on resources provided by ISSDA, the original data creators, Depositors or copyright holders and ISSDA, and to declare, in any such work, that those who carried out the original analysis and collection of the Dataset bear no responsibility for the further analysis or interpretation of it.
2. ensuring that all such works acknowledge that copyright and all other intellectual property rights in the Dataset and associated documentation are vested in the original data creators or Depositors. Please see the ISSDA website ([www.ucd.ie/issda](http://www.ucd.ie/issda)) for appropriate wording.
3. ensuring that all such works acknowledge ISSDA in the following way: “Accessed via the Irish Social Science Data Archive - [www.ucd.ie/issda](http://www.ucd.ie/issda)”.
4. referencing the recommended bibliographic citation in any publication that employs resources or Datasets provided by ISSDA.
5. To ensure that strictly only the Lead End User, and Module/Workshop Attendees, have access to the Dataset provided under this Licence. The Lead End User shall be responsible for controlling access to the Dataset and the Dataset shall only be accessed by Module/Workshop Attendees under the direction of the Lead End User.
6. To ensure that reasonable steps are taken to secure access to the Dataset including, that the means of access (such as passwords) are kept secure and not disclosed to a third party (excluding those listed in Part A) or used for any purpose that is not the Intended Use, except by special written permission or licence obtained from ISSDA.
7. The End User acknowledges and agrees that the Dataset contains pseudonymised personal data within the meaning of Article 4 of the GDPR. The End User agrees not to use the Dataset to attempt to obtain or derive information relating specifically to an identifiable individual or household or to combine the Dataset with any other information which could re-identify an individual or household. As the End User has determined the purpose and means of processing the Dataset, the End User is a Controller within the meaning of the GDPR and shall be solely responsible for compliance with the Data Protection Legislation to the extent that the End User processes the Dataset for the Intended Use.
8. To be aware at all times of the risk of inadvertently disclosing information, which might result in the re-identification of an individual. All use of the Dataset and production of all analysis and output should be sensitive to this risk.
9. To notify the Depositor of any suspected or confirmed data breaches or unauthorised access to the Datasets within 48 hours of the End User identifying or being made aware of such a breach. Any notice under this Clause 11 shall be sent to the Depositor’s contact identified at Schedule 1 Part D
10. To undertake to abide by the conditions laid out in the Statistics Act, 1993, and, in particular, Section 34 thereof (as amended or replaced). Please see <http://www.irishstatutebook.ie/1993/en/act/pub/0021/index.html>
11. To send to ISSDA citations of any publication based in whole or part on resources provided by ISSDA for inclusion in a database of related publications.
12. That ISSDA may submit details of the End User’s intended use, as outlined in Part C, for statistical purposes to the Depositor.
13. To notify ISSDA of any errors discovered in the Dataset or accompanying documentation.

Any breach of any of the provisions of this Agreement will lead to immediate termination of the Lead Applicant’s access to all services provided by ISSDA either permanently or temporarily and may result in legal action being taken against the End User or Research Organisation. The End User acknowledges that the Depositor will be notified in the event of a breach of any of the terms of this Agreement. Permission to use the Dataset for the specified purpose may be withdrawn by ISSDA at any time, without notice and without cause, by written notice to the End User, signed by or on behalf of the Director of ISSDA.

**INDEMNITY**

The End User agrees to indemnify and shall keep indemnified ISSDA 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 ISSDA relating to End Users use of the Dataset or any other activities in relation to the Dataset where such use is in breach of this licence.

The End User also agrees to indemnify and shall keep indemnified the Depositor in connection with 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 their use of the Data.

**DISCLAIMERS**

To the extent that applicable law permits:

1. ISSDA bears no legal responsibility for the accuracy or comprehensiveness of the Dataset supplied.
2. ISSDA is in no way liable for the Dataset (including the contents, metadata or related documentation), including infringements of privacy rights within the meaning of the GDPR or third-party infringement of intellectual property, unless in the event of intent or gross negligence on the part of ISSDA.
3. Neither ISSDA nor the Depositor accepts any liability for, any direct, indirect, consequential or incidental damages or losses arising from use of the Dataset,
4. ISSDA does not accept any liability for, and the End User shall not be entitled to claim against them in respect of, the unavailability of, or break in access to, the archive, for whatever reason.
5. 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 Dataset in accordance with this Licence, it is the End User's responsibility to obtain them.

**Section 3: Signatures**

I acknowledge that by signing my name below, I confirm that I have read, understood, and agree that (a) all the information provided in Section 1: Data Request Form is correct and (b) to abide by all of the terms and conditions in this End User Licence .

I confirm that I am duly authorised by the Research Organisation to enter into this End User Licence.

This End User Licence may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a “pdf” format data file and utilising electronic signature, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such “pdf” electronic signature page were an original thereof.

**1. To be completed by Organisation** This may be signed by, but is not limited to Head of School/College/Faculty/Department, Head/Dean of Research/Research Support)

**Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Role in Organisation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2. To be completed by Lead End User**

**Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**4. To be completed by ISSDA**

**Signed** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_**

**Administrator, Irish Social Science Data Archive**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**