



Administrative Data
Research Network

An ESRC Data
Investment

ADRN Terms of Use

PUBLIC

21 October 2016

Version: 00.10

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Scope

This document outlines the terms of use of Administrative Data Research Network (“ADRN”) services, applicable to researchers and institutional guarantors. Agreement to these terms is indicated upon submission of an application form by a researcher through the relevant institutional guarantor.

1. Definitions

“ADRN Researcher”

See ADRN013 – ADRN Researcher Policy and Procedures

“Administrative Data Research Centre (ADRC)”

An Administrative Data Research Centre (ADRC) is a consortium of academic institutions with expertise in looking after data, using administrative data for research and making them available for other researchers. The ADRN has four ADRCs, based in England, Northern-Ireland, Scotland and Wales.

“Administrative Data Research Network (ADRN)”

The Administrative Data Research Network (ADRN) is a UK-wide partnership between academia, government departments and agencies, national statistical authorities, funders and the wider research community that will make it easier to carry out new economic and social research based on routinely collected government administrative data.

Also referred to as ‘the Network’.

“Approvals panel (AP)”

The Panel that assesses whether a project can be granted access to de-identified Administrative Data and makes sure that the approval process is fair, equitable and transparent. See ADRN014 – Approval Panel Terms of Reference and ADRN015 – Approval Panel Operating Procedure.

“Approved Institution”

An organisation from academia, the Public Sector or a Third Sector organisation on the Research Councils UK list of eligible Independent Research Organisations (IROs)¹ determined as part of the eligibility criteria for using ADRN services.

Also referred to as “Institution”.

¹ <http://www.rcuk.ac.uk/funding/eligibilityforrcs/>

“Institutional guarantor”

An individual within an ADRN Researcher’s institution with the legal status to act on behalf of that Institution (e.g. Director of Research Grants and Contracts, or equivalent post). The Institutional Guarantor is responsible for endorsing researcher applications and accepting liability, on behalf of the institution, for any serious and/or consistent breaches of security by those researchers, in relation to ADRN Breaches Policy (ADRN003).

“Personal Data”

Personal Data means data which relate to a living individual who can be identified:

- a. from those Data or
- b. (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller,

and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual. Where the ability to identify an individual depends partly on the data held and partly on other information (not necessarily data), the data held will still be “Personal Data”².

Data are considered Personal Data if a living individual can be identified from the data, or, from the data in combination with other information (publicly) available³.

“Personal Information”

Information that relates to and identifies an individual (including a body corporate) taking into account other information derived from any other published sources (as defined in clause 39 of the Statistics and Registration Service Act 2007)⁴.

“Project Proposal”

Research outlined in the ADRN Project Proposal form.

“Purpose”

The particular ADRN Project Proposal approved by the ADRN Approvals Panel.

“Statistical Disclosure Control (output)”

Methodology used to check that research outputs do not disclose any identifying information before release from a secure environment.

“Secure Environment”

A physical or virtual facility where accredited researcher can access the administrative data requested in their approved project proposal. This facility will be hosted at one of the ADRCs or indicated by the organisation holding the data. Secure environment refers to a suite of Secure Access infrastructures, including but not limited to Secure Server Room, Secure Room, Safe Pod, Secure Remote Access solutions.

See ADRN018 - ADRN Glossary for further reference.

² <https://ico.org.uk/for-organisations/guide-to-data-protection/key-definitions/>

³ <http://www.legislation.gov.uk/ukpga/1998/29/section/1>

⁴ <http://www.legislation.gov.uk/ukpga/2007/18>

2. Agreement

2.1. Access and Use

1. All researchers listed in the Project Proposal form must have completed all the requirements described in ADRN013 - ADRN Researcher Policy and Procedures before accessing data in an ADRN secure environment.
2. Personal information about ADRN researchers will be shared within the ADRN for the purposes of delivering the ADRN service. The ADRN also reserve the right to share personal information relating to ADRN Researchers with relevant funding bodies and other relevant data services (i.e. VML, HMRC Data Lab and UK Data Service) in the case of a security breach.
3. Access to de-identified data is being provided for the statistical and research purpose described in the approved project proposal form. Data provided shall not be used for any other purposes without the prior written consent of the ADRN and, where necessary, the data controller(s).
4. The Researcher shall not disclose nor compromise any of the data from the individual records obtained or produced from the data pursuant to this Agreement to (i) anyone other than those approved for the same project proposal and (ii) ADRCs staff involved in the review of the outputs for the statistical disclosure control.
5. The Researcher will not attempt to identify any individual person, business or organisation through the access and use of the data. In the unlikely event that a Researcher inadvertently identifies any data subject, the Researcher will have to inform the relevant ADRC Security Manager setting out (in reasonable detail) the circumstances by which it happened. ADRN reserve the right to fully suspend or withdrawn access to data, without notice, if it is deemed an appropriate measure in light of a security event or incident.
6. The Researcher will not attempt to link the data to any other external files which are provided by the research team, unless such data linkage exercise has been explicitly approved as part of their proposed research project, or approved subsequently as part of a special request to the data controllers or their delegated decision-making body.
7. On termination of the Agreement for whatever reason, all access to the data related to the Purpose shall cease immediately.
8. The ADRN reserves the right to monitor, record, and audit, or to request a written report from the Researcher and, if necessary, the Researcher's Institutional Guarantor regarding the use and activities relating to the use of the data by the Researcher during the lifetime of this Agreement. This includes the right to audit the premises where the data are accessed and its surroundings.
9. The ADRN will retain all information submitted by researchers (including queries, applications, appeals, syntax and the two-page plain English report) for the lifetime of the Network. The ADRN will retain and use this information for the aims of monitoring, management and improvement of the service and for the creation of a network knowledge base. In the interest of replicability and public benefit of the research supported by the ADRN, the Network might share this information with data owners, trusted third parties, other data services and other relevant bodies. In the interest of transparency, the ADRN will also publish some details of the individual projects approved by the Approvals Panel on adrn.ac.uk.

10. Any incidents of unauthorised access to, processing of, or disclosing of data must be reported immediately to the ADRN. As outlined in the ADRN Breaches Policy (ADRN003), in the case of a suspected breach Researchers "are expected to play an active role in the investigation, and should make time available to answer all queries by the ADRC Security Manager promptly and transparently; a failure to do so may lead to an increase in the severity of the penalty applied".
11. 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.
12. Any breach of this Agreement will result in the imposition of penalties as outlined in ADRN003 - ADRN Breaches Policy & Procedures.

2.2. Output Release

13. The Researcher shall not in any way attempt to reproduce to any extent any original dataset or copies or subsets of any data from an ADRN secure environment.
14. Any outputs to be removed from the ADRN secure environment by the Researcher must first be screened by ADRC staff to ensure that no Personal Information, Personal Data or information that may lead to the identification of an individual person, business or organisation are disclosed. Outputs may also be screened by other related services. Only outputs that have been screened and cleared by the ADRN will be sent to researchers.
15. Researchers are responsible for applying the rules and regulations for disclosure risk analysis prior to submission of analytical outputs for clearance and release.
16. The ADRN reserve the right to release in whole or in part, an amended version or not to release at all, as the ADRN deem appropriate, the proposed output produced by the principal investigator and any other accredited researchers working on the ADRN project pursuant to this Agreement.
17. The Researcher agrees to work with the ADRN to meet the requirements of safe outputs. In the event that the ADRN decide not to release the proposed output, the Researcher will have an opportunity to attempt to demonstrate to the ADRN that the output is safe. However, the final decision to release an output rests with the ADRN, not the Researcher.
18. Researchers must provide a copy of the syntax created with a description of variables used, new variables/measures/indices created, documentation of data sets and programs used in producing analytical output(s) to ensure ADRN staff have the information they need to make a judgement on the output(s) requested for release.
19. The Researcher will inform the ADRN of any publication that contains outputs released by the ADRN, with notification to be submitted by email to help@adrn.ac.uk citing the ADRN project reference number.
20. The Researcher agrees to submit upon completion of the project to the ADRN a two-page plain English report summary of the project undertaken, the dataset used and the research questions tackled.

2.3. Acknowledgements and Copyright

21. The data and related documentation 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 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 data or the related documentation to the Researcher.
22. Copyright of outputs may be held singly or jointly by the Researcher(s) that created them, their institution(s) or their funder(s) according to the Researcher's funding and institutional agreements.
23. The Researcher must acknowledge, in any publication, whether printed, electronic or broadcast, that contains outputs released by ADRN, the original data creators, depositors or copyright holders and the ADRN and its funders in the form specified in information accompanying the dataset or notified to the Researcher.
24. The Researcher must cite, in any publication, whether printed, electronic or broadcast, that contains outputs released by ADRN, the data collections used in the form specified in information accompanying the dataset or notified to the Researcher.

3. Researcher agreement

By submitting an application to the ADRN, you are confirming that:

- ▷ the information provided, including any supporting documentation related to your application, is correct
- ▷ you authorise ADRN to check the authenticity of the information you have provided including your identity, title/role and contact details and your institutional guarantor
- ▷ you will not use the ADRN services for any commercial use
- ▷ you have read, understood and agreed to the ADRN Breaches Policy (**ADRN003**), and that you will immediately inform ADRN of any changes of your circumstances or of the rest of your research team
- ▷ you have read, understood and agreed to the following set of ADRN policies and procedures (available on adrn.ac.uk):
 - ADRN012** – Institutional Guarantor Policy and Procedure
 - ADRN013** – ADRN Researcher Policy and Procedures
 - ADRN015** – Approvals Panel Operating Procedures
 - ADRN028** – ADRN Safe Users of Research data Environments Training Policy
- ▷ you have read and understood the conditions specified in this Agreement and any other document referred to herein
- ▷ you will abide by any other requirements communicated to you by the ADRN relating to the use of potentially disclosive data
- ▷ you will comply with all of the policies and operating procedures presented to you in ADRN training sessions and in the secure environment

- ▶ you authorise ADRN to contact you if further information is required regarding your application
- ▶ the data provided to you shall be kept secure and confidential according to the terms of this Agreement.

And that you understand that:

This Terms of Use agreement is a “living” document that will be continually updated. Researchers will be notified of relevant changes during the course of the Network.

In order to access the services provided by the Network, researchers may be asked to comply with any additional conditions or breaches policies that will be required by the data controller. Access conditions and data requirements specified in the project application form will be ultimately subject to final approval by the data controller(s) and ADRN.

The ADRN may hold and process information submitted by you in your 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 including ADRCs, ADRN partners, data controllers and for ADRN purposes.

You may be liable to criminal prosecution under the Statistics and Registration Service Act 2007 or the Data Protection Act (DPA) if you disclose Personal Information or Personal Data without the written authority of the relevant national Statistics Authorities, or in contravention of the Data Protection Principles in Schedule 1 Data Protection Act 1998.

You and your institution may be liable to the Penalties outlined in the Breaches Policy and Procedures (**ADRN003**) if you disclose data or breach procedures.

Your lawful use of data is only for the purposes of research that will serve the public good.

Any information accessed through ADRN will not be used for any commercial purpose.

You are required to bring directly to the attention of the ADRN any matters or events that may affect your obligations under this declaration.

You are required to inform the ADRN regarding any relevant changes related to your researcher application and to your research project proposal.

You are authorised to access data only when you receive a written confirmation from the ADRN, and only until the end date in that written confirmation.

4. Institutional Guarantor agreement

By guaranteeing and submitting an application to the ADRN, the Institutional Guarantor is confirming:

- ▶ that the information provided, including any supporting documentation related to the application, is correct to the best of your knowledge
- ▶ you have the legal status to represent the researcher’s institution and to guarantee the accuracy and truthfulness of the information supplied on the researcher application form on behalf of your institution
- ▶ you have read, understood and agreed to the ADRN Breaches Policy (**ADRN003**), and that you will immediately inform ADRN of any relevant changes in your circumstances

- ▷ you accept the potential institutional penalties that may be applied to your institution in the event of institutional or repeated breaches of ADRN policies or procedures (**ADRN003**)
- ▷ you authorise ADRN to check the authenticity of the information you have provided including your identity, title/role and contact details
- ▷ you have read, understood and accepted the terms of the ADRN Terms of Use (**ADRN021**) ("Agreement") and any other document referred to herein
- ▷ you have read, understood and agreed to the whole set of ADRN policies and procedures (available on adrn.ac.uk):
 - ADRN012** – Institutional Guarantor Policy and Procedure
 - ADRN013** – ADRN Researcher Policy and Procedures
 - ADRN015** – Approvals Panel Operating Procedures
 - ADRN028** – ADRN Safe Users of Research data Environments Training Policy
- ▷ you have read and understood the conditions specified in this Agreement
- ▷ you authorise ADRN to contact you if further information is required regarding this guarantee

And that you understand that:

This Terms of Use agreement is a "living" document that will be continually updated. Researchers will be notified of relevant changes during the course of the Network.

The ADRN may hold and process information submitted in the researcher 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 ADRCs, ADRN partners, data controllers and for ADRN purposes.

You may be liable to criminal prosecution under the Statistics and Registration Service Act 2007 or the Data Protection Act (DPA) if you disclose Personal Information or Personal Data without the written authority of the relevant national Statistics Authorities, or in contravention of the Data Protection Principles in Schedule 1 Data Protection Act 1998.

You and your institution may be liable to the Penalties outlined in the Breaches Policy and Procedures (**ADRN003**) if the researcher discloses data or breaches procedures.

The researcher's lawful use of data is only for the purposes of statistical research that will serve the public good.

Any information accessed through ADRN will not be used for any commercial purpose.

You are required to bring directly to the attention of the ADRN any matters or events that may affect your obligations under this declaration.

You are required to inform the ADRN regarding any relevant changes related to the researcher application and project proposal.