

Data access agreement for non-disclosive data

1. Purpose

This is an agreement between Office for National Statistics (ONS) and the named data recipient (the user), for the supply of the described statistical data (the data) under the conditions set out in this document. This form of agreement is for statistical data, which are considered by ONS to be potentially disclosive aggregates, but are not identifiable microdata.

2. The user

The named person should be the sole or main person who will have access to the data supplied under this agreement. If the data will be accessed by a team or group of people, the named person should usually be the senior member or manager.

Box 1 – Information to be provided by the user

Full name	
Position	
Institution	
Institutional email	
Telephone	
Postal address	
Location(s) where the data will be held or accessed	

3. The data

The data are supplied for a specific purpose, which must be for the public good (for example, peer reviewed scientific research). The specified purpose must justify the level of detail that is required (for example, why single year of age rather than five-year age groups, why cause of death to four-digit ICD code rather than larger blocks).

Box 2 – Information to be provided by the user

Specification of the data (including years, variables, etc.)	
Purpose for which the data are required	
Publications or other outputs planned	
Justification of level of detail required	
Period during which the data are required	

4. The conditions

By signing this agreement, and as a condition of supply of the data, the user undertakes to abide by all the conditions contained in this agreement, and to ensure that any other person to whom they allow access to the data (in compliance with Section 4.4) also complies with these conditions.

4.1 Applicable legislation

The data must be processed in accordance with current legislation relating to confidentiality and data protection, including the [General Data Protection Regulation \(GDPR\)](#), the [Data Protection Act 2018](#) and the [Statistics and Registration Service Act 2007](#). Use of the data must be consistent with the [UK Statistics Authority Code of Practice for Statistics](#). If required, the user must provide ONS with evidence of their compliance with the legislation.

4.2 Obligations of the user

The user must:

- a) Use the data only for the purpose described in Section 3 (Box 2). ONS may allow further uses, broadly consistent with the original request, however, supply of the data does not imply that any future request will be approved.
- b) Acknowledge ONS as supplier of the data in any publications. No implication should be made that any conclusions or opinions of the user are supported by ONS, unless agreed in writing before publication.
- c) Ensure the secure storage of the data in accordance with currently accepted standards of IT and document security. The data should not be stored or accessed at a private residence or otherwise outside a secure institutional environment except with the prior approval of ONS. If required, the user must provide ONS with evidence of their adequate security standards.
- d) After the period of time specified in Section 3 (Box 2), make all reasonable efforts to destroy all copies (digital and physical) of the data or apply to ONS for permission to retain them for a specific further period. Tables derived from the original data to which effective disclosure control measures have been applied do not need to be destroyed.
- e) Report to ONS immediately any breach or suspected breach of these conditions.

4.3 Prohibited activities

The user must not:

- a) Attempt to identify any individual (living or dead) from the data, or purport to make any such identification.
- b) Match or link the data to any other source of information, unless agreed by ONS in writing.
- c) Publish the data or any statistical outputs based on it, or disclose the data to any other person (except in compliance with Section 4.4) without first applying effective disclosure

control measures in accordance with the ONS policy on protecting confidentiality of births and deaths data.

4.4 Additional users

The user may nominate additional persons, such as team members or academic reviewers, who will be allowed access to the data. The user must be in a realistic position to guarantee the compliance of all the additional persons with this agreement. All such additional persons must be identified in Box 5 in Section 6 and sign individually. Subsequent additional persons may be added by sending their details to ONS using a copy of Box 5.

4.5 Further stipulations

The user should note, for the avoidance of doubt, that:

- a) The data remain at all times the property of ONS. ONS may withdraw permission to access the data and require its return or deletion at any time.
- b) ONS may charge a fee to cover the costs of providing the data. Nothing in this agreement depends on, or is affected by, whether or not any fee is charged. Such fees are based on the administrative and processing costs of providing the data, and do not constitute a purchase of the data or confer any rights on the user.
- c) Any breach of these conditions may result in termination of this agreement by ONS. In such a case, the user will not be entitled to refund of any fees paid or reimbursement by ONS of any costs or consequential losses whatsoever. ONS may at its absolute discretion refuse any future request for data from a user who has breached these conditions, or any person or institution associated with them.
- c) All matters concerning the interpretation of this agreement and the resolution of any dispute arising from it will be determined by the National Statistician.

5. Signature of the user

I confirm that all the information given by me or on my behalf is accurate and request the data specified. I have read this agreement and accept its provisions.

Box 3 – To be completed by the user

Name in capitals	
Signature	
Date	

6. Signature on behalf of ONS

I confirm that (a) the data to be supplied under this agreement fall into the category of potentially disclosive aggregates, (b) the purpose for which the data are supplied is for the public good, (c) the risk of disclosure is proportionate to the stated purpose and methods.

Box 4 – To be completed by ONS signatory

Name in capitals	
Position	
Signature	

Date	
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Box 5 – Additional persons who will access the data

Full name	Position	Institutional email	Signature

Version: 1-1

Date: 16 June 2018