

THE FAMILIES AND CHILDCARE STUDY – DATA SHARING AGREEMENT*

This Agreement is made between you and The Families and Childcare Study (also referred to as FCCC Study) and the Study funders in order to provide you (the "End User") with the right to use the collection provided via the FCCC website, according to the terms below.

I (the "End User") agree to the following conditions of use in consideration of the data collection being made available to me:

1. To use the data collection only in accordance with this Data Sharing Agreement and to notify promptly the FCCC Study Team of any breach of its terms in writing or of any infringements of the data collection of which I become aware.
2. To use and to make personal copies of any part of the data collection only for the purposes of not-for-profit research or teaching or personal educational development. To obtain permission prior to using part or all of the data collection for commercial purposes by contacting the FCCC Study Team in order to obtain an appropriate licence.
3. That this Agreement does not operate to transfer any interest in intellectual property from the original data creators to me.
4. That the Agreement and the data collection are provided by the FCCC Study Team on an "as is" basis and without warranty or liability of any kind. Any representations or warranties given by any member of the FCCC Study Team relating to this Agreement, expressed or implied, are excluded to the maximum extent permitted by law.
5. To abide by any further conditions notified to me from time to time by the FCCC Study Team that may apply to the access to, or use of, specific materials within the data collection. Notice of further conditions under this paragraph may be given to me by electronic means. My acceptance of the further conditions shall be required before I gain access to the data collection in question. In this Agreement such further conditions are referred to as Special Conditions.
6. Not to allow access to the data collection, in whole or in part, to anyone but me, except by special written permission or agreement obtained from the FCCC Study Team.
7. 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 agreement obtained from the FCCC Study Team.
8. To preserve at all times the confidentiality of information pertaining to individuals and/or households in the data collection where the information is not in the public domain. Not to use the data to attempt to obtain or derive information relating specifically to an identifiable individual or household, nor to claim to have obtained or derived such information. In addition, to preserve the confidentiality of information about, or supplied by, organisations recorded in the data collection. This includes the use or attempt to use the data collection to compromise or otherwise infringe the confidentiality of individuals, households or organisations.
9. To acknowledge, in any publication, whether printed, electronic or broadcast, based wholly or in part on the data collection, the FCCC study Team and funders in the form specified on the data distribution notes or in accompanying metadata received with the dataset or notified to me and without prejudice to paragraph 5 above to comply with any restrictions on my use of the data collection referred to or referenced therein or otherwise notified to me from time to time. To cite, in any publication, whether printed, electronic or broadcast, based wholly or in part on the data collection, the data collection used in the form specified on the data distribution notes or in accompanying metadata received with the dataset or notified to me.
10. To supply the FCCC Study Team with the bibliographic details of any published work based wholly or in part on the data collection.
11. That the members of the FCCC Study Team may hold and process any personal data submitted by me for validation and statistical purposes, and for the purposes of the management of the study or for any other lawful purpose notified to me and to which I have consented under this Agreement in relation to a particular data collection, and they may also pass the information on to other parties such as: (i) each member of the FCCC Study Team and (ii) my own institution or organisation, in compliance with the Data Protection Act 1998.
12. To notify the FCCC Study Team of any errors discovered in the data collection.
13. That any personal data submitted by me is accurate to the best of my knowledge, and that any

changes in that personal data, including my educational or employment status, will be made known to the FCCC Study Team at the earliest possible opportunity.

14. At the conclusion of my research (or if earlier at any time at the request of a member of the FCCC Study Team), to offer for deposit in the data collection on a suitable medium and at my own expense any new data collections which have been derived from the materials supplied or which have been created by the combination of the data supplied with other data. The deposit of the derived data collection(s) will include sufficient explanatory documentation to enable the new data collection(s) to be accessible to others.

15. I understand that breach of any of the provisions of this Agreement will lead to immediate termination of my access to all services provided by the FCCC Study Team either permanently or temporarily, at the discretion of a member of the FCCC Study Team, and may result in legal action being taken against me. I understand that where there is no breach of this Agreement, it may be terminated, or its terms altered, by a member of the FCCC Study Team after 30 days notice. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

DISCLAIMERS

To the extent that applicable law permits:

- a. The members of the FCCC Study Team bear no legal responsibility for the accuracy or comprehensiveness of the data supplied.
- b. The members of the FCCC Study Team accept no liability for, and I 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 data collection, or from the unavailability of, or break in access to, the service, for whatever reason.
- c. I agree to indemnify and shall keep indemnified each member of the FCCC Study Team 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 any member of the FCCC Study Team relating to my use of the data collection or any other activities in relation to the data where such use is in breach of this licence.

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal for any reason, that provision will be severed and the remainder of the provisions of this Agreement will continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

This Agreement may be enforced separately in relation to each data collection provided to the End User by any member of the FCCC Study Team and the End User. No other persons may enforce this Agreement under the Contract (Rights of Third Parties) Act 1999.

This Agreement (which is the entire agreement between the parties and supersedes any previous agreement between them) may be varied in writing by agreement of the relevant study funders, the FCCC Study 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 Agreement.

This Agreement 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 exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement and the documents entered into pursuant to it.

Signature	Date
Print Name	

In this agreement: "**Metadata**" means any additional or bibliographic information about the data collection, as notified to the End User from time to time. Metadata may be supplied by electronic means.

*This agreement was drawn up using the **End User Licence** of the **UK Data Archive** as a template

Summary of Data Sharing Agreement

Sixteen points to help you understand the Data Sharing Agreement (DSA). These pointers are for general guidance and you must read and understand the full DSA before agreeing to it. By accepting the DSA, you agree:

1. to use the data in accordance with the DSA and to notify the FCCC Study Team of any breach you are aware of
2. not to use the data for commercial purposes
3. to obtain permission and, where relevant, an appropriate licence when commercial usage of the data is required
4. that the DSA does not transfer any interest in intellectual property to you
5. that the DSA and data collection are provided without warranty or liability of any kind
6. to abide by any further conditions notified to you
7. not to give access to the data collection to anyone else
8. to ensure that the means of access to the data (such as passwords) are kept secure and not disclosed to anyone else
9. to preserve the confidentiality of, and not attempt to identify, individuals, households or organisations in the data
10. to use the correct methods of citation and acknowledgement in publications
11. to email the FCCC Study Team with the bibliographic details of any published work based on the data collection
12. that personal data about you may be held for validation and statistical purposes and to manage the service, and that these data may be passed on to other parties
13. to notify the FCCC Study Team of any errors discovered in the data collection
14. that personal data submitted by you are accurate to the best of your knowledge and kept up to date by you
15. to offer for deposit any new data collections which have been derived from the materials supplied
16. that any breach of the DSA will lead to immediate termination of your access to the service and could result in legal action against you