NEON dataset license

This Agreement is made between you (the "End User") and Nottinghamshire Healthcare NHS Foundation Trust (the "sponsor") in order to provide you with the right to use datasets generated by the Narrative Experiences Online (NEON) study, according to the terms below.

In this agreement:

"dataset provider" means the persons or organisations that directly provide you with the datasets (on behalf of the sponsor). The dataset provider for a particular dataset is identified in the Special Conditions for that dataset

"Data Team" means the sponsor and dataset providers

"sponsor" means the person or organisation responsible for registering End Users and issuing them with End User Licences (being Nottinghamshire Healthcare NHS Foundation Trust);

"Special Conditions" means any further conditions applicable to the use of one or more datasets by an End User, as notified to the End User in accordance with paragraph 5 of the End User Licence;

"metadata" means any additional or bibliographic information about one or more of the datasets, as notified to the End User from time to time. Metadata may be supplied by electronic means.

"personal data" means as in accordance with the UK General Data Protection Regulation (UK GDPR) Article 4(1) and the Data Protection Act (DPA) 2018 s3(2) as, data that relate to an identified or identifiable natural person, be it directly or indirectly, taking into account other information derived from published sources.

I (the "End User") agree to the following conditions of use in consideration of the datasets being made available to me through the various contributions of each member of the Data Team:

1. To use the datasets only in accordance with this End User Licence and to notify promptly the sponsor and the data service provider of any non-compliance with its terms in writing or of any infringements of which I become aware.

2. To use and to make personal copies of any part of the datasets only for the purposes described in the Special Conditions, and not for any purpose precluded in the Special Conditions

3. That this Licence does not operate to transfer any interest in intellectual property from the Sponsor to me. That any rights subsisting in materials derived now or in the future from the datasets which are the intellectual property of the Sponsor are hereby assigned (by way of assignment of present and future intellectual property) to the Sponsor by this Licence. To take all steps necessary to give effect to this Clause (including by executing further written documentation).

4. That the Licence and the datasets are provided by the Data Team on an "as is" basis and without warranty or liability of any kind. Any representations or warranties given by any member of the Data Team relating to this licence, 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 Data Team that may apply to the access to, or use of, specific materials within the datasets. Notice of further conditions under this paragraph may be given to me by electronic means, for example by email

6. To give access to the datasets, in whole or in part, or any material derived from the datasets, only to registered End Users who have entered into an End User Licence

7. To ensure that the means of access to the data (such as passwords) are kept secure and not disclosed to a third party

8. To preserve at all times the confidentiality of information pertaining to individuals and/or households in the datasets 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 datasets. This includes the use or attempt to use the datasets to compromise or otherwise infringe the confidentiality of individuals, households or organisations.

9. To acknowledge use of the dataset, in any publication, whether printed, electronic or broadcast, based wholly or in part on the datasets, in the form specified in the Special Conditions

10. To supply the dataset provider with the bibliographic details of any published work based wholly or in part on the datasets.

11. To notify the dataset provider of any errors discovered in the datasets.

12. At the conclusion of my research (or if earlier at any time at the request of a member of the Data Team), to offer for deposit in the datasets(s) on a suitable medium and at my own expense any new datasets 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 dataset(s) will include sufficient explanatory documentation to enable the new dataset(s) to be accessible to others.

13. Will, at the end of the agreed access period, effectively destroy all copies of the data, including temporary copies, printed copies, personal copies, back-ups, subsets of variables/cases, derived datasets and all electronic copies including copies held on portable media e.g. CD/DVD/memory stick, unless specific retention requirements are listed below which preclude data destruction.

14. I understand that non-compliance with any of the provisions of this Agreement will lead to immediate termination of my access to all datasets provided by the Data Team either permanently or temporarily, at the discretion of a member of the Data Team, and may result in legal action being taken against me.

DISCLAIMERS

To the extent that applicable law permits:

a. The members of the Data Team bear no legal responsibility for the accuracy or comprehensiveness of the data supplied.

b. The members of the Data 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 datasets

c. I agree to indemnify and shall keep indemnified each member of the Data 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 Data Team relating to my use of the datasets or any other activities in relation to the data where such use is in noncompliance with 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 dataset provided to the End User by any member of the Data 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 sponsor, the data provider, 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.

SPECIFICS AND SIGNATURES

Dataset name: <enter name before signature e.g. NEON Collection>

Access period:

Retention requirements:

Organisation of end user:

Name of end user:

Email of end user:

Signature of end user:

Date of signature: