

Synthetic Data End User License (EUL) Agreement

Introduction

This End User License (EUL) Agreement is made between you (the “End User”) and Research Data Scotland, herein referred to as "RDS", together with the Service Funders. By accessing and using Synthetic Data, you, the End User, acknowledge and agree that you have read, understood, and agree to be bound by the terms and conditions set forth below. This Agreement grants you the right to access and use the Synthetic Data Collections available through RDS only for your declared purposes, and subject to these terms and conditions.

The Parties

This Agreement is agreed between:

- The individual Registered End User of RDS Synthetic Data; and
- Research Data Scotland (herein referred to as “RDS”)
- In the event of RDS ceasing to be a legal entity, this licence will be transferred to Administrative Data Scotland (ADR-S) or its successors.

Definition of Terms

Commercial Use: Research is defined as 'commercial' where a direct objective is to generate revenue and/or where data are requested for sale, resale, loan, transfer or hire.

Dataset: Any computer file (or set of files) which is organised under a single title and is capable of being described as a coherent unit.

End User Licence Agreement: The User Agreement entered into by a User when registering to access Synthetic Datasets hosted by Research Data Scotland.

Metadata: Information that describes significant aspects (e.g. content, context and structure of information) of a resource; metadata are created for the purposes of resource discovery, managing access and ensuring efficient preservation of resources.

Original Data Creator: The natural or legal person, public authority, agency or any other body which alone, or jointly with others, that originally collected and created the Dataset(s)

that the Synthetic Data has been created from. The original data creator for a particular Data Collection is identified in the metadata applicable to that Synthetic Data Collection.

Personal Data: Are defined 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.

Registered User: A User who has agreed online to the End User Licence Agreement. Also referred to as the End User.

Research Data Scotland: a not-for-profit charitable organisation created and funded by the Scottish Government, and a partnership between leading universities and public bodies.

Agreement

- To use the Synthetic Dataset(s) only in accordance with this EUL Agreement and to notify promptly RDS of any noncompliance with its terms in writing or of any infringements of the Synthetic Dataset(s) of which I become aware.
- To use and to make personal copies of any part of the Synthetic Dataset(s) only for the purposes of not-for-profit research, teaching or personal educational development.
- To obtain permission prior to using part or all of the Synthetic Dataset(s) for any other purposes than those listed above, including for commercial purposes, by contacting RDS.
- To abide by any further conditions notified to me from time to time by RDS that may apply to the access to, or use of, specific materials within the Synthetic Dataset(s). Notice of further conditions under this paragraph may be given to me by electronic means, for example, by way of a pop-up window upon my opening one or more Data Collections. Acceptance of the further conditions shall be required before I gain access to the Synthetic Dataset(s) in question. In this Agreement such further conditions are referred to as Special Conditions.
- To give access to the Data Collections, in whole or in part, or any Dataset(s) derived from the Synthetic Dataset(s) including synthetic Dataset(s), only to End Users with a registered use who have entered into the EUL Agreement and accepted any relevant Special Conditions, or additional agreements.
- To ensure that the means of access to the data are kept secure and not disclosed to a third party except by special written permission obtained from RDS.

- Not to use the data to attempt to obtain or derive information relating specifically to an individual or household, nor to claim to have obtained or derived such information. This includes the use or attempt to use the Synthetic Dataset(s) to compromise or otherwise infringe the confidentiality of individuals, households or organisations.
- To acknowledge that the data collections are synthetic for any outputs I produce and publish.
- That this EUL Agreement does not operate to transfer any interest in intellectual property, copyright or other right holders to me. That any rights subsisting in materials derived now or in the future from the Synthetic Dataset(s) which are the intellectual property of RDS or the organisations who have provided the data collection to RDS to host.
- To acknowledge, in any publication, whether printed, electronic or broadcast, based wholly or in part on the Synthetic Dataset(s), in the form specified in accompanying metadata received with the Dataset or notified to me and without prejudice to clause 5 above to comply with any restrictions on my use of the Synthetic Dataset(s) 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 Synthetic Dataset(s), the Synthetic Dataset(s) used in the form specified in accompanying metadata received with the Dataset or notified to me.
- To supply RDS or other specified parties with the bibliographic details of any published work based wholly or in part on the Synthetic Dataset(s).
- That the members of RDS may hold and process any Personal Data submitted by me for authentication, statistical purposes, and for the management of the Service, including being contacted to ask for feedback.
- 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 RDS at the earliest possible opportunity.
- To notify the RDS of any errors discovered in the Synthetic Dataset(s).
- Understand that non-compliance with any of the provisions of this EUL Agreement will lead to immediate termination of access to all services provided by the RDS either permanently or temporarily, at the discretion of RDS, and may result in legal action being taken against me. I Understand that where there is compliance with this EUL Agreement, it may be terminated, or its terms altered, by a member of RDS either after 30 days' notice; The failure to exercise or delay in exercising a right or

remedy provided by this EUL Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

Disclaimer

To the extent that applicable law permits:

- RDS 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 Collections, or from the unavailability of, or break in access to, for whatever reason.
- Whilst steps have been taken to ensure all licences, authorisation and permissions required for the granting of this EUL Agreement 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 Data Collections in accordance with this EUL Agreement, it is the End User's responsibility to obtain them.
- If the whole or any part of a provision of this EUL 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 EUL Agreement may be enforced separately in relation to each Data Collection provided to the End User by RDS and the End User. No other persons may enforce this Agreement under the Contract (Third Party Rights) (Scotland) Act 2017.
- This EUL 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 Service Funders, the Registering Organisation, 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 EUL Agreement and any documents to be entered into pursuant to it shall be governed by and construed in accordance with the law of Scotland and each Party irrevocably submits to the exclusive jurisdiction of the courts of Scotland over any claim or matter arising under or in connection with this Agreement and the documents entered into pursuant to it