**Terms of Use: Data on the DPUK Data Portal**

Following your successful Study request to Dementias Platform UK (DPUK) and in consideration of being afforded access to the Data that is hosted on the DPUK Data Portal relating to the Study defined within the Application, you together with any associated institution, including your employer or academic sponsor, agree as follows:

1. The Data that you have been afforded access to will be only the Data listed within the said Application, to include any amendments, whether this pertains to the addition or removal of Data from the Application.
2. You accept that the user account created for you will be used by yourself only and no other individual. You agree to report any unusual activity on your account without delay to DPUK administrators.
3. You are part of a DPUK Studythat has adhered to the DPUK study application process and are requesting access to the study area and/or study specific DPUK data and you will be only provided with access to the Data on the DPUK Data Portal for the specified period of the Study. At the end of the period your access to the DPUK Data Portal will automatically terminate.
4. You agree to use the Data only for the purpose of performing the Study in accordance with what is specified in the Study Application: **#PROJECT NUMBER**
5. You agree that any amendments to the Study must be approved by the data provider **before** you may use the Data for such amended purposes.
6. You agree to follow the Publication Policy. Go to <https://www.dementiasplatform.uk/dpuk-policies> for more information.
7. You agree to follow the publication process by informing Swansea University of any publications at least 30 days prior to submission. Swansea University will notify the data providers and give them opportunity to review the planned publication, where they can approve, request their data is removed from the publication if they feel it is not appropriate to be used, or request a delay to publication for amendments provided that this notification is received within 20 days of notification by Swansea University, with delays limited to a maximum of 3 months. All approved publications shall credit the data providers and the platform, unless expressly requested to the contrary by any of those parties.
8. You agree to:
* never make public the results of your analysis that in your reasonable option might result in an individual, or small groups of individuals, being identified.
* abide by all relevant laws and codes of practice current at the time.
* treat the Data you may view as strictly confidential; and use responsibly and take proper precautions with regard to the security of the Data.
* not to attempt to establish the identity of any individual to which the Data relates.
* utilise the results of your research exclusively for public benefit and not for commercial gain
* you will take reasonable steps to ensure that, when accessing DPUK data, your display screen is not being overlooked by unauthorised persons and that you have taken all reasonable physical precautions to maintain the security of the data supplied
1. You agree that if you suspect that the availability, integrity or security of the DPUK Data Portal is compromised in any way you will immediately notify DPUK administrators at Swansea University.
2. You understand and acknowledge that use of the Data should not be construed as conferring ownership of the Data, which are protected by copyright and other intellectual property rights.
3. You understand that Data accessed from the DPUK Data Portal may not be copied or electronically distributed.
4. Swansea University, the institutions comprising DPUK, the Data Provider(s) or guardians, depositors or copyright holders, or the funders of the collection of the Data shall not be liable for the use of the Data under this agreement.
5. Swansea University shall a) bear no legal responsibility for the accuracy or comprehensiveness of the Data; and b) accept no liability for indirect, consequential, or incidental, damages or losses arising from the unavailability of, or break in access to, the Data for whatever reason.
6. As part of the Study if you decide to upload any content onto the DPUK Data Portal then you must ensure that this is done from a secure location and from a computer with an up-to-date operating system with the latest security patches and you will run reliable, effective and up to date antivirus software to ensure the security of your systems.
7. You agree to share all code, statistical scripts or otherwise for the benefit of other users of the DPUK platform.
8. Your activity whilst using the DPUK platform may be subject to audit and you shall at all times cooperate with Swansea University in facilitating such audit.
9. Data on the DPUK Data Portal is classified as confidential and you agree to maintain keep all Data confidential during the Study and for a period of 5 years after the Study has been completed.
10. You may be personally liable for any breach of confidentiality or applicable law where you have acted outside the remit of your study approval.
11. Data processed by DPUK is de identified. Processing of personal data is governed by General Data Protection Regulation 2018, the UK DPA 2018, the common law duty of confidentiality and the Human Rights Act 1998. Any attempt to identify individuals is a serious breach of our use terms and is a criminal offence under s171 of Data Protection Act 2018.
12. Swansea University reserves the right to suspend and/or terminate your access to the DPUK Data Portal if you do not comply with these terms of use, your Application or the Publication Policy.
13. Swansea University reserves the right to report any activity that is in breach of this agreement to the Information Commissioners Office, to the police as appropriate and reserves its right to bring civil action for a breach of this agreement.

Researcher: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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