data request form

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| contact details | | |  |
|  | Name |  | |
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| delivery details) | | | | |
|  | Office use only:  Username:  Password: |  |  | |
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|  | Address (if different from contact address) |  | | |
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| dataset(s) requested | | |  |
|  | Details of current ISSDA holdings can be found on the archive’s website at <http://www.ucd.ie/issda/data.htm>. | | |
|  |  |  | |
|  | Dataset Title(s) | | |
|  | Electricity Customer Behaviour Trial | | |
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| intended use of DATA | |  |
| □ | **Unfunded Research**. This includes:   * Teaching use * Research towards publication(s) for which no sources of funding are available * Personal, private research * Research in the course of academic study | |
| □ | **Funded Research**. This includes:   * Research funded by Government departments and/or semi-state bodies. * Research funded by non-Governmental, non-profit bodies * Research funded by commercial organisations or intended for profit-making purposes | |

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| brief description of INTENDED USE OF DATA | |  |
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Agreement between:

#### IRISH SOCIAL SCIENCE DATA ARCHIVE

(hereinafter the "ISSDA")

and

XXXX,

(hereinafter the "USER")

concerning the supply and non-exclusive use of data from   
**Electricity Customer Behaviour Trial**.

1. For the purposes of this agreement, "data" shall be taken to mean Electricity Customer Behaviour Trial, together with any documentation concerning the files, on paper or other media, which the ISSDA may supply to the USER; and any derived or reformatted data files at the level of individuals or households which the USER may create therefrom.
2. The ISSDA agrees to supply to the USER anonymised data from the Electricity Customer Behaviour Trial.
3. The data are supplied subject to the provisions of the Statistics Act, 1993 and, in particular, Section 34 thereof and subject to the conditions laid down in this agreement.
4. The data may be used for data analysis and presentation by the USER for the purpose of economic and social research, including use in projects carried out by the USER but funded by other agencies or bodies. Use of the data and/or any results obtained from use of the data for any other purposes is prohibited.
5. The USER undertakes that XXXX , or such other employee of the USER as it may designate, shall be responsible for compliance by the USER with the terms and conditions of this agreement and, in particular, for controlling access to the data. The USER shall notify the ISSDA of the name of the employee given responsibility for compliance with this agreement.
6. One copy of the data may be held centrally on the USER's computer systems. Apart from the purpose of back-up, no other copies of the data shall be made by the USER. The data may not be copied to local workstations or computers, whether standalone or linked to the USER's computer system.
7. Security arrangements on the USER's computer facilities will be established to ensure that access to the data stored centrally is limited to those persons who are permitted under this agreement to access the data.
8. Only employees of the USER shall be permitted to access the data provided under this agreement.
9. In exceptional circumstances, written permission to access the data provided under this agreement may be given by the Administrator of the ISSDA to other individuals, subject to the USER and the individuals concerned undertaking in writing to observe such additional terms and conditions as the Administrator of the ISSDA may require.
10. The USER undertakes to make all persons who are granted access to the data aware in writing of the terms under which such access is granted, in particular the conditions laid down in Articles 3, 4, 8, 9, 12, 13, 14, 15, 16, 17 and 18 of this agreement.
11. The USER shall keep a register of all persons who are granted access to the data and shall maintain a log of all access made. The USER shall provide to the ISSDA, at any time the ISSDA requests, a copy of the aforementioned register and log.
12. The persons permitted to access the data under this agreement may not use or attempt to use or claim to have used the data, or any results obtained from use of the data, to obtain or derive information relating specifically to an identified or identifiable individual or household.
13. The persons permitted to access the data under this agreement may not match or attempt to match or claim to have matched the data, or any results obtained from use of the data, with any other data at the level of individuals or households.
14. Access to the data by any other person or body apart from those authorised under the agreement is prohibited.
15. The USER shall ensure that any report or published analysis based on the data shall not directly or indirectly disclose information relating to any identifiable individual or household.
16. The USER shall supply the ISSDA, in advance, with details of any report or analysis based on the data which it is intended to publish or release to a third party and, if requested by the ISSDA, with copies thereof, which the ISSDA may make available to The Commission for Energy Regulation (CER). The USER shall carry out any amendments to such a report or analysis, requested by the ISSDA to preserve the anonymity of the data, before the report or analysis is published or otherwise released.
17. The USER shall ensure that all such reports and analyses acknowledge "The Commission for Energy Regulation (CER), Electricity Customer Behaviour Trial" as the source.
18. Copyright and all other intellectual property rights relating to the data are vested in The Commission for Energy Regulation (CER).
19. In the event that this agreement is terminated by either the ISSDA or the USER, the USER and all persons who have access to the data shall cease to use the data and shall:
    * 1. return all copies, including back-up copies, of the data to the ISSDA;
      2. retain only those unpublished results or analyses obtained from the use of the data agreed by the ISSDA; all other results, analyses and records relating thereto shall be destroyed.
20. A representative of the ISSDA shall be permitted access, at all reasonable times, to the results and analyses obtained from the use of the data together with any records and documents relating thereto for the purpose of verifying compliance with the conditions of this agreement. The USER shall provide the ISSDA with any information which the ISSDA requests in relation to the USER's compliance with this agreement.
21. The USER shall notify the ISSDA as soon as is practicable of any errors that may be discovered in the data or accompanying documentation. No warranty is given by the ISSDA that the data or accompanying documentation is error free.
22. Permission to use the data for the specified purpose may be withdrawn by the ISSDA at any time, without notice and without cause assigned, by written notice to the USER signed by or on behalf of the Administrator of the ISSDA.
23. Any alteration to the terms of this agreement must be made in writing and must be signed by or on behalf of the Administrator of the ISSDA.
24. The charges to the USER for use of Electricity Customer Behaviour Trial shall be:  
    NOT APPLICABLE
25. The USER may not assign the rights granted under this agreement to any other organisation or body.
26. If the USER becomes aware of any breaches of the conditions laid down in this agreement, it shall notify the ISSDA promptly.
27. Correspondence from the USER concerning this agreement shall be addressed to: Irish Social Science Data Archive, UCD Library, University College Dublin, Belfield, Dublin 4, Ireland.
28. The USER agrees to be bound by the terms and conditions of this agreement.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrator for

Irish Social Science Data Archive USER

Date \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_