

MAST Online Licence for a fixed term research user account - Academic purposes only

Road Safety Analysis Ltd (hereinafter referred to as "the MAST Provider") hereby agrees to Licence

(hereinafter referred to as "the **Research User**"),

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being a student, employee or otherwise a bona fide representative of a recognised academic body, namely

(hereinafter referred to as "the **Organisation**"),

.....
who utilises for such purpose, and will continue to utilise throughout the duration of this Licence, the academic email address of

(hereinafter referred to as "the Account **Email Address**"),

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to receive and use a single non-transferable Account which will be valid only for a period of

(hereinafter referred to as "the **Duration**")

.....
which will commence on

(hereinafter referred to as "the **Start Date**"),

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to create, view, save, edit, print and download data tables and charts using MAST Online, to employ such data and any information derived therefrom in any form (hereinafter referred to as "MAST Data"), and to access related online facilities supplied by the MAST Provider, strictly provided that the User:

1. does not assign any use of the Account whatever to any other party, whether or not connected to the Organisation, on any basis whether permanent or temporary, and does not disclose or permit to be disclosed to any party, even through failure to take reasonable security precautions, any Account details such as login passwords supplied by the MAST Provider;
2. acknowledges that MAST Data
 - a. is in part derived from STATS19 data, which is Crown copyright and may only be disclosed in any form with the permission of the Department for Transport, and
 - b. is in part derived from Mosaic Public Sector data, which is the copyright property of Experian Ltd and may only be disclosed in any form with their permission;
3. recognises that this Licence does not confer any authorisation of any kind in respect of these copyrights, and therefore undertakes not to use MAST Data in any way which could reasonably be foreseen as resulting in their breach;
4. adopts all reasonable precautions to ensure that any other party, whether or not connected to the Organisation, who is in receipt of any MAST Data derived from use of the Account is aware of this stipulation and acts in a like manner;
5. ensures that (except by prior written agreement with the MAST Provider) all MAST Data derived from use of the Account
 - a. will be utilised solely in conduct of bona fide Academic Research under the auspices of the Organisation, and
 - b. will never be used in any fashion to make or seek to make any form of commercial or personal gain;
6. does not make any MAST Data available to any party, whether or not connected to the Organisation, other than for bona fide Research purposes as described by the above stipulation, and agrees to take all reasonable steps to ensure that all such parties also use and disseminate MAST Data solely for such purposes;
7. undertakes to ensure that any publications arising from research which utilised or encompassed MAST Data is notified in advance to the MAST Provider, and that all such publications include proper citation of the MAST Provider as the source;
8. acknowledges that while every effort is made to ensure accuracy, the MAST Provider gives no absolute warranty as to the accuracy or completeness of MAST Data, nor of any third party data from which MAST Data may be derived;
9. will not use MAST Data to attempt to obtain or derive information relating to any specific individual or household, make no claim to have obtained or derived any such information, and will take all reasonable steps to ensure that MAST Data cannot be used to identify individuals, nor used by individuals to identify references to themselves;
10. agrees that the MAST Provider may immediately and unconditionally revoke this Licence as soon as the Duration following the Start Date has passed, or whenever the User ceases to be an employee, student or representative of the Organisation;
11. acknowledges that the MAST Provider may at its sole discretion elect to transfer responsibility for continued provision of the Account to any other party on such terms as it sees fit, and that in this event all stipulations in this Licence, including this clause, would continue to apply with equal force to all future use of the Account;
12. shall indemnify the MAST Provider against any actions, suits, proceedings, claims, demands, damages and costs arising from this Licence, any use of the Account, or any use of MAST Data derived from the Account, whether by the User or by any other party whether or not connected to the Organisation;
13. agrees that the MAST Provider may immediately and unconditionally revoke this Licence if the User commits or permits any breach of the stipulations herein, or if the User or any other party whether or not connected to the Organisation uses the Account or MAST Data derived therefrom in like breach, unless by explicit prior written consent of the MAST Provider;
14. supplies to the MAST Provider written acceptance of the terms in this Licence by signing, dating and returning one hard copy thereof, although the MAST Provider may at its sole discretion choose to accept electronic correspondence received via the MAST Provider's website or the Account Email Address in lieu of such a hard copy.

Signed

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Date

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