

IPS Public Data Sharing Platform Data Use Agreement

The Institute of Policy Studies (“IPS”) of the Lee Kuan Yew School of Public Policy (“LKYSPP”), National University of Singapore (“NUS”) strives to provide public access to and use of studies and surveys that it collects and publishes. The data is organised in datasets, and questionnaires (the “IPS Data”). IPS Data are collections of data, managed by IPS and provided in a number of machine-readable formats.

IPS provides you with access to the IPS Data free of charge subject to the terms set out hereinbelow (these “Data Sharing Terms”). Use of data derived from the IPS Data, which may appear in formats such as tables and charts shall also be subject to these Data Sharing Terms.

1. DEFINITIONS

- 1.1 In these Agreement unless the context otherwise requires:
- a) “You” refers to anyone who submits an application form for permission to use the dataset and/or has received permission to use it and any other materials sent.
 - b) “IPS” is the Institute of Policy Studies.
 - c) “University” is the National University of Singapore and includes any officer authorised by the National University of Singapore to act on its behalf.
 - d) “IPS Data” refers to datasets, questionnaire and/or codebooks pertaining to the studies and surveys as listed in the IPS Website.
- 1.2 All references to the singular also include the plural

2. APPLICATION PROCESS

- 2.1 Please fill out the information in the application form below if you are interested to obtain any IPS Data.
- 2.2 Applications to receive IPS Data must be made via the IPS website. Email requests will not be processed. We recommend that you fill out all information fields in the Application Form [here](#). IPS reserves the right to contact you for more information to process your application.
- 2.3 Incomplete applications will not be processed and no notice will be sent. IPS reserves the right to reject applications at its sole discretion.
- 2.4 For approved applications, the items requested will be sent to the email provided in the completed Application Form.

3. LICENCE AND TERMS AND CONDITION OF USE

- 3.1 Subject to the limitations in these Data Sharing Terms, IPS grants you the non-exclusive, limited and revocable right to access and use the IPS Data provided to you by IPS following approval of your application solely for your academic and research purposes only. You will need to cite the source (the name of study or survey, as stated in the accompanying questionnaire) if you are quoting from or using any IPS Data information. The source should be cited in the acknowledgement or reference section of the work.

- 3.2 The dataset is only available to you in SPSS or Excel format and the questionnaire in PDF format.
- 3.3 By applying to obtain any dataset or questionnaire from the studies/surveys listed on the IPS website, you agree to adhere to NUS' Acceptable Use Policy (AUP).
- 3.4 You agree that you will not redistribute, make duplicates or printouts of the IPS Data or any part thereof to a third party without prior written permission from IPS.
- 3.5 You shall not seek to sub-licence, sell, revise, distribute or make any commercial use of the IPS Data in any medium. Except as expressly stated in these Data Sharing Terms, IPS does not grant you any rights or licence, express or implied to the IPS Data and you must not link to or frame the IPS portal or access and/or use the IPS Data in any manner other than expressly permitted by the terms hereof.
- 3.6 The IPS Data must not be used for any commercial, advertising or business purposes. This includes the sale or licensing of IPS Data or any part thereof, and/or any other arrangement to generate revenue for you and others you may pass the information to.
- 3.7 By applying to obtain IPS Data, you acknowledge that you will use these items responsibly and in accordance with social science research standards.

4. INDEMNITY

- 4.1 You acknowledge that the use of IPS Data received by you is at your own risk. IPS shall not be responsible for any corrupted files, loss of data or damage to your hardware or software, either directly or indirectly, as a result of files downloaded. In no event shall IPS, LKYSPP and/or NUS be responsible or liable to you for any loss or damage of any sort incurred by you in connection with your use of the IPS Data.
- 4.2 If you violate the relevant laws or provisions above in a way that constitutes infringement on a third party's rights or properties or causes any loss/damage or a third party, you shall be answerable to the third party and indemnify IPS for all related cost. If a third party sues IPS as a result of your action, you shall be responsible for all fees and cost involved in the litigation, including fees charged by IPS.
- 4.3 You acknowledge and agree that IPS services may be shut down, temporarily unavailable, delayed in data transmission, or cause errors in data transmission or processing due to failures of the hardware or software facilities, failures of the communication line, or unauthorised access to, alteration of, or use of the IPS website; and that IPS shall not be liable for any resulting damages. IPS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the application to request for the IPS Data or any part thereof at our sole discretion with or without prior notice to you.
- 4.4 The dataset is primarily intended for scholarly and academic research. You are solely responsible for any comments, expressions, pictures, texts, figures/diagrams or remarks made using the dataset. IPS shall not be

responsible for any inappropriate, libellous, inflammatory, seditious, false, disparaging, misleading remarks or conclusion made by you or for any fraudulent use of the IPS Data.

5. PRIVACY STATEMENT

5.1 To process, administer and/or manage your relationship and/or account with NUS, NUS will necessarily need to collect, use, disclose and/or process your personal data or personal information about you. Such personal data includes your information collected in the Application Form and any other personal information provided by you or possessed by NUS. Such personal data will be collected, used, disclosed and/or processed by NUS for the purpose(s) of processing your Application Form and complying with applicable law in administering and managing your relationship and/or account with NUS. Your personal data may/will be disclosed by NUS to its third party service providers or agents (including its lawyers / law firms), which may be sited outside of Singapore, for one or more of the above purposes, as such third party service providers or agents, if engaged by NUS, would be processing your personal data for NUS for one or more of the above purposes. By submitting the Application Form, you:

(a) consent to NUS collecting, using, disclosing and/or processing your personal data for the purposes as described above;

(b) consent to NUS disclosing your personal data to its third party service providers, or agents (including its lawyers / law firms), for the purposes as described above;

(d) consent to NUS transferring your personal data out of Singapore to its third party service providers, or agents where such third party service providers or agents are sited (whether in Singapore or outside of Singapore), for the purposes as described above; and

(e) represent and warrant that the personal data provided by you in the Application Form is correct and current, and that you have read and understood the above provisions.

Save as provided above, your personal data will not be disclosed or distributed to a third party without prior consent, and it will be handled in accordance with the Personal Data Protection Act 2012 in Singapore.

5.2 Upon completing and submitting the application, you agree to receive newsletters, updates, event alerts and related information from IPS, which you can unsubscribe to at any time.

6. OTHERS

6.1 IPS reserves the right to amend these Data Sharing Terms at any time at IPS' sole discretion. The amended provisions shall be posted to the IPS website. IPS may not send out individual notices of the amendment.

- 6.2 You may not publicly represent or imply that IPS, LKYSPP or NUS is participating in, or has sponsored, approved or endorsed the manner or purpose of your use or reproduction of the IPS Data.
- 6.3 You may not use any trademark, official mark, official emblem or logo of NUS, LKYSPP or IPS, or any of its other means of promotion or publicity, without prior written consent from, nor in any event to represent or imply an association or affiliation with, NUS, LKYSPP or IPS as applicable.
- 6.4 To the fullest extent permitted under applicable law, the IPS Data is provided on an “As Is” and “As Available” basis. IPS, LKYSPP and NUS disclaim any and all express or implied warranties or representations of any kind to the fullest extent permissible by law, including without limitation any warranties of fitness for a particular purpose, title and no infringement related to the provision of the IPS Data and shall not be responsible or liable for the accuracy, usefulness or availability of any data in the IPS Data.
- 6.5 In no event shall IPS, LKYSPP or NUS be liable under these terms or at all for any special, consequential, indirect or punitive damages or loss of use, loss of business, loss of profit, revenue or data, whether based in contract, tort (including negligence) or otherwise, to you or any third person arising from your use of the IPS Data even if IPS, LKYSPP or NUS is aware or has been advised of the possibility of such damages.
- 6.6 By using the IPS Data or any presentations of data derived from them, you consent to be bound by these Data Sharing Terms.
- 6.7 No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or entered by these Dataset Terms.
- 6.8 These Data Sharing Terms and the agreement between the parties shall be governed by and construed in accordance with the laws of the Republic of Singapore. You irrevocably agree that the Singapore courts shall have exclusive jurisdiction in relation to any dispute arising from or relating to these Data Sharing Terms, and for such purpose irrevocably submit to the jurisdiction of the Singapore courts.

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