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Institute and Faculty of Actuaries
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CMI Licence Terms for research data

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KEY TERMS

"**Academic Terms**":	The document entitled "CMI Terms and Conditions for Academics and CMI Committee Members", as updated annually, the most up to date version and available at CMI Terms and Conditions.
"**AI**":	Any artificial intelligence programme including, but not limited to software, tools, or technologies including, without limitation, natural language processing, deep learning algorithms, machine learning models or other open or generative AI.
"**AI Approval Request**":	Means a request from a Licensee to the CMI for AI Consent including but not limited to the proposed AI use model, the reasons for AI use, details of the AI tool, the timeframe of the use and any other information relevant and which may reasonably be required by the CMI to enable the CMI to assess AI Consent.
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"**Content**":	All content including text, information, data, software, executable code, images, audio, or video material in any medium or form provided by the CMI to the Licensee, as described as follows: [Insert description of dataset].
"**Fee**":	[Insert amount of the fee. NB This could be the expected cost of Content provision or £1 (as nominal consideration to ensure validity of the Terms)].
"**Licence Period**":	[Insert date of the Licence period, i.e. from X to Y date].
"**Licensee**":	[Insert name and registered office address of Licensee if an organisation or individual's name and work address if an individual].
"**Licensee's Notice Details**":	[Insert address details, if different from the above, and email address for notices to be sent to].

"**Named Individual or Individuals**":	[Insert name of the person/persons to whom the Content will be released]
"**Output**":	any report, research, article or other document which is created by the Licensee based on the Content including AI Output
"**Purpose**":	The [Insert details of the CMI materials] will be used purely for research and for non-commercial purposes to [Insert details of the Purpose], the results of which are intended to be made public in the [insert intended output]. [As the Content indicates the data from individual [life offices / pension schemes] , via anonymous codes, then the additional obligations in clause 4.13 apply].
"**Territory**":	[Insert which jurisdiction the CMI is licensing the content in e.g. United Kingdom and Europe, Canada, Worldwide etc].

Signed for and on behalf of the **Licensee**	Signed for and on behalf of **Continuous Mortality Investigation Limited**
Name:	Name:
Position:	Position:
Date:	Date:

TERMS AND CONDITIONS

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in these Terms:

1.1. **Confidential Information**: any information (including, without limitation, in written, oral, visual or electronic form, or on tape or disk) which is not publicly available including, but not limited to, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence. This includes know-how and information about design, development, specifications, manuals, instructions, customer lists, sales, marketing, promotion, distribution, business plans, forecasts, and technical or other expertise.

1.2. **Data Protection Law**: all applicable data protection and privacy laws or regulations that apply from time to time to the processing of personal data by either party under or in connection with these Terms, including Regulation (EU) 2016/679 any other applicable European Union or UK legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

1.3. **Intellectual Property Rights**: patents, rights to inventions, copyright related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.4. In these Terms, unless the context otherwise requires:

1.4.1. words importing any gender include every gender;

1.4.2. words importing the singular number include the plural number and vice versa;

1.4.3. words importing persons include firms, companies and corporations and vice versa;

1.4.4. references to numbered clauses are references to the relevant clause in these Terms;

1.4.5. any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

1.4.6. the headings to the clauses and paragraphs of these Terms are not to affect the interpretation; and

1.4.7. where any of the words “include”, “includes” or “including” is used, it shall be understood as meaning include, includes or including without limitation.

2. TERM

2.1. These Terms shall remain in force for the duration of the Licence Period, unless terminated earlier in accordance with these Terms.

3. GRANT OF RIGHTS

3.1. In consideration of the due and proper performance by the Licensee of its obligations and payment of the Fee under these Terms, the CMI hereby grants to the Licensee a non-transferable, non-exclusive licence to use the Content during the Licence Period in the Territory for the Purpose.

3.2. The licence granted to the Licensee is strictly limited to, and the Licensee shall use the Content solely for, the Purpose.

3.3. The Licensee shall not grant sub-licences, in whole or in part, of any of the rights granted under these Terms, or sub-contract any aspects of the rights licensed to it, without the CMI’s prior written consent, which the CMI may decline to give at its sole and absolute discretion.

3.4. The CMI may require the removal of, or editorial revisions to, any of the Content licensed to the Licensee under these Terms at any time. The Licensee agrees to effect that removal or editorial revisions within 5 working days of receipt of the request and thereafter the Licensee shall confirm to the CMI in writing that it has done so.

4. LICENSEE'S OBLIGATIONS

4.1. The Named Individual shall be responsible for making sure the Content is not distributed beyond those who have a genuine need to have it for the Purpose and that all those with access to the Content also agree to these Terms.

4.2. The Licensee shall acknowledge the CMI as the source of the Content in any published Output.

4.3. The Licensee shall, as soon as is reasonably practicable contact the CMI in the first instance in the event that any issues with the Content are discovered.

4.4. The Licensee shall provide the CMI with a draft copy of the Output prior to publication for review and approval of the Licensee's use of the Content.

4.5. Upon receipt by the CMI of the proposed copy Output described above, a minimum period of fourteen (14) days will follow during which the CMI shall consider whether or not to provide its consent to the Licensee to publicise the Output Such consent may be subject to certain conditions, including, but not limited to, making certain required amendments to the Output.

4.6. The Licensee shall not publicise the Output unless the CMI has provided the Licensee with confirmation of the CMI's consent (as described in the sub-clause above) in writing which the CMI may decline to give at its sole and absolute discretion.

4.7. The Licensee shall provide the CMI with a copy of the Output when it is published.

4.8. The Licensee shall not infringe any moral rights (as defined in Chapter IV of the Copyright, Designs and Patents Act 1988) that subsist in respect of the Content.

4.9. The Licensee shall ensure that the Content is at all times kept secure and that all appropriate cyber security measures are taken by its personnel (such as the use of password protection and encryption tools) prior to sharing or giving access to Content pursuant to sub-clause 4.1 above.

4.10. If the Licensee becomes aware of any misuse of any Content, or any security breach in connection with these Terms that could compromise the security or integrity of the Content or otherwise adversely affect the CMI, the Licensee shall, at the Licensee's expense, promptly notify the CMI and fully co-operate with the CMI to remedy the issue as soon as reasonably practicable.

4.11. The Licensee shall continue to consult, observe, perform and comply with all of the provisions of the Academic Terms for the duration of the Licence Period.

4.12. The Licensee shall not:

4.12.1. sell;

4.12.2. market;

4.12.3. distribute;

4.12.4. allow any third party to sell, market or distribute for any purpose, the Content;

4.12.5. use AI Outputs or an Approved AI Tool which may result in a breach of conditions 5.1 to 5.4, 6 or 7; or

4.12.6. use any AI in connection with the Content other than an Approved AI Tool and without AI Consent.

4.13. If the Purpose states that the Content indicates, via anonymous codes, the data from individual life offices or pension schemes, then the following additional obligations apply:

4.13.1. any published Output based on the Content will not include any figures that might allow an individual life office or pension scheme to be identified; and

4.13.2. The Licensee shall to the extent practicable delete all copies of the Content within one year of publication.

4.14. Licensees shall not use any AI in respect of the Content, Purpose or these Terms unless the Licensee has obtained AI Consent.

4.15. If a Licensee wishes to use an Approved AI Tool the Licensee shall apply for AI Consent by submitting an AI Approval Request to the CMI. Such request shall contain sufficient information on the intended AI use and the Approved AI Tool and any further information which the CMI may reasonably request from the Licensee to make its decision to grant AI Consent or not.

4.16. Where AI Consent is given the Licensee shall comply with any conditions, restrictions, limitations or other CMI requirements attached to the AI Consent or otherwise notified to the Licensee by the CMI.

4.17. If following the grant of AI Consent the AI use model or Approved AI Tool changes or is to change in any material way the Licensee shall cease using the AI and inform the CMI immediately.

4.18. AI Consent is revocable by the CMI acting reasonably at any time.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. The CMI retains ownership of all Intellectual Property Rights in the Content and nothing in

these Terms shall transfer any Intellectual Property Rights to the Licensee or any third party.

5.2. Any Intellectual Property Rights created by the Licensee in the course of creating an Output are owned by the Licensee. The Licensee acknowledges that the Output will include Intellectual Property Rights that are owned by CMI and that the Licensee's use that Output is subject to these Terms.

5.3. The Licensee must cite the CMI's copyright acknowledgement correctly as follows: "Copyright © re-used with the permission of the Continuous Mortality Investigation Limited. All rights reserved."

5.4. The Licensee shall not use the name or logo of the CMI in any press release or for any promotional purpose without first obtaining the written consent of the CMI.

6. CONFIDENTIALITY

6.1. Each party ("**Receiving Party**") shall keep the Confidential Information of the other party ("**Supplying Party**") confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the Confidential Information of the Supplying Party for performing the Receiving Party's obligations under these Terms. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 6.1, and ensure that the Receiving Party's officers, employees and agents meet the obligations.

6.2. The obligations of clause 6.1 shall not apply to any information which:

6.2.1. was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;

6.2.2. is, or becomes, publicly available through no fault of the Receiving Party;

6.2.3. is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;

6.2.4. was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or

6.2.5. is required to be disclosed by order of a court of competent jurisdiction.

7. WARRANTIES, UNDERTAKINGS AND LIABILITY

7.1. Each party warrants to the other that it has full power and authority to enter into and perform its obligations under these Terms.

7.2. The CMI warrants that so far as the CMI is aware, the Content does not infringe any third party's Intellectual Property Rights within the Territory.

7.3. The Licensee warrants that its use of the Content and creation of an Output:

7.3.1. will not infringe any third party's Intellectual Property Rights; and

7.3.2. does not violate any applicable law, statute or subordinate legislation.

7.4. The Licensee uses the Content at its sole risk. CMI does not give any warranties or make any representations in respect of any Output that the Licensee creates from the use or application of the Content or otherwise.

7.5. The Licensee assumes sole responsibility for:

7.5.1. its use of the Content, and for any and all conclusions drawn from such use;

7.5.2. the creation and use of any Output and for any and all conclusions drawn from it.

7.6. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded.

7.7. CMI, including all directors, other office holders, employees or other representatives, exclude to the fullest extent permitted by law any liability for any loss or damage incurred by the Licensee in connection with the use of the Content and/or Output.

7.8. Nothing in this clause 7 affects CMI's liability for death or personal injury arising from CMI's negligence, nor CMI's liability for fraudulent misrepresentation by CMI, nor any other liability which cannot be excluded or limited under applicable law.

8. TERMINATION

8.1. The CMI may terminate these Terms by notice in writing to the Licensee at any time. Termination will be subject to 30 days' notice unless the Terms have been breached in which case it will be with immediate effect.

8.2. On any expiration or termination of these Terms:

8.2.1. all rights and authorisations granted by the CMI to the Licensee under these Terms

shall automatically terminate and immediately revert to the CMI; and

8.2.2. the Licensee shall, at the CMI's option and according to the CMI's instructions, immediately return to the CMI or destroy all Content in the Licensee's possession or subject to its control.

8.3. Clauses 4, 5, 6, 7, 9, 11 and 12 shall survive the expiry or termination of these Terms.

9. DATA PROTECTION

9.1. The following terms used in this clause 9 are as defined in Data Protection Law: Controller, Personal Data Process and Processing.

9.2. Licensee Data means the Personal Data that the Licensee provides to the CMI under or in connection with these Terms.

9.3. The purpose of the CMI Processing Licensee Data under these Terms is to contact the Licensee when necessary regarding the Purpose and these Terms.

9.4. By disclosing Licensee Data to the CMI, the Licensee acknowledge that the CMI is a Controller in relation to that Personal Data for the Purpose.

9.5. The CMI agrees and undertakes that it shall, to the extent that it receives Licensee Data, Process that Personal Data in accordance with its then current privacy notice.

10. NOTICES

10.1. Any notice or other document required to be given under these Terms shall be in writing, signed by the duly authorised representative of the party initiating such notice and may be served either: (i) by courier to the address of the relevant party set out in the Licensee's Notice Details (or as otherwise notified from time to time). Any notice so served by courier shall be deemed to have been received 48 hours from the date of delivery to the courier company or (ii) by email to the email address of the relevant party set in the Licensee's Notice Details (or as otherwise notified from time to time). Any notice so served by email shall be deemed to have been received at 9.00am on the next business day (of the recipient) after transmission.

10.2. Communications addressed to the CMI shall be sent and marked for the attention of the CMI Secretary, to either: (i) Continuous Mortality Investigation, One Creechurch Place, London, EC3A 5AF or (ii) Legal@cmilimited.co.uk.

11. MISCELLANEOUS

11.1. No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

11.2. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent or employee of another party, nor authorise the Licensee to make or enter into any commitments for or on behalf of the CMI.

11.3. These Terms constitutes the whole Terms between the parties and supersedes all previous Terms between the parties relating to its subject matter.

11.4. No variation of these Terms shall be effective unless it is recorded in writing and signed by the parties (or their authorised representatives). Variations in electronic form shall not count as variations recorded in writing.

11.5. If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.

11.6. A person who is not a party to these Terms shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that the CMI's successors, assignees and licensees shall be entitled to enforce the rights referred to in these Terms.

11.7. These Terms may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one set of Terms.

11.8. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

11.9. The provisions of the Academic Terms shall be deemed to apply and to be fully incorporated into these Terms, save to the extent that such provisions are inconsistent or conflict with these Terms. In these circumstances the Academic Terms shall prevail.

12. GOVERNING LAW AND JURISDICTION

12.1. These Terms and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

12.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter.