



Continuous Mortality Investigation

Institute and Faculty of Actuaries

CMI Terms and Conditions for Data Contributors

Effective Date: 1 January 2017

The following terms and conditions (**Terms**) apply to the processing of Contributed Data (as defined below) submitted by You (as defined below) to Continuous Mortality Investigation Limited, a company incorporated in England and Wales (company number 08373631) having its registered office at 7th floor, Holborn Gate, 326-330 High Holborn, London, WC1V 7PP (**CMI**).

Your acceptance of these Terms will be indicated by Your submission of Contributed Data after the Effective Date.

1 Definitions

1.1 In these Terms the following expressions have the following meanings:

Academics: those persons who CMI permits to use the Research Reports solely for academic and research purposes and for no commercial purpose whatsoever;

Approved Subcontractor: Barnett Waddingham LLP, a limited liability partnership incorporated in England and Wales (registered number OC307678) having its registered office at Cheapside House, 138 Cheapside, London EC2V 6BW or such other subcontractor as may be appointed by CMI from time to time in connection with the Purpose;

Areas of Research: those specific areas of the mortality and morbidity experience of various classes of insured lives, annuitants and pensioners identified by CMI on the Website as areas into which CMI shall carry out research in the Current Year and the Subsequent Year;

Authorised Users: all employees, agents and consultants engaged by a Subscriber and working on a Subscriber's behalf who have been notified to CMI as requiring access to the Research Reports, together with Academics, CMI Committee Members and employees, agents and consultants of Non-Commercial Organisations;

CMI Committee Members: members of any CMI committee or CMI working party who are given access to Research Reports for the sole purpose of their work with and for CMI;

Contributed Data: data relating to lives insured by, and annuitants and pensioners of, UK insurance companies and/or members and dependants of self-administered pension schemes submitted by You to CMI;

Current Year: the 12 month period from 1 March of one year to 28 (or 29 if a leap year) February of the next following year, during which period the relevant Contributed Data is submitted;

Data: all data submitted to CMI by Data Contributors for the Purpose;

Data Contributor: any Subscriber who has submitted Data to CMI for the Purpose;

data controller: shall have the meaning ascribed to it in the DPA;

Data Handling Protocols: the CMI's data handling protocols which govern the way in which the Contributed Data, including Personal Data, is handled by the CMI and its Approved Subcontractor and which are available on request;

data processor: shall have the meaning ascribed to it in the DPA;

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Continuous Mortality Investigation Limited ("CMI") is registered in England & Wales (Company number: 8373631) with its Registered Office at: 7th floor, Holborn Gate, 326-330 High Holborn, London, WC1V 7PP

DPA: means the Data Protection Act 1998;

Data Report: a report, analysis, table, spreadsheet or other document produced by CMI using a single submission of Contributed Data and made available only to the relevant Data Contributor;

Intellectual Property Rights: any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise including (but not limited to) patents, utility models, rights in inventions, trade marks, domain names, trade or business names (and any associated goodwill), registered designs, design rights, topography rights, copyright and rights in the nature of copyright, moral rights, rights in databases, rights in computer programs and rights in know-how, confidential information and trade secrets together with (in the case of registrable rights) any applications, the right to claim priority from any of the applications and rights to make applications in relation to the foregoing;

Non-Commercial Organisations: those entities which CMI permits to use the Research Reports solely for research, public policy or public interest purposes and for no commercial purpose whatsoever;

Personal Data: personal data including, where relevant, sensitive personal data; both having the meanings ascribed to them in the DPA;

processing: shall have the meaning ascribed to it in the DPA and “**process**” shall be construed accordingly;

Purpose: shall have the meaning ascribed to it in condition 4;

Research Report: a report, analysis, table, spreadsheet or other document made available after 1 March 2013 to Authorised Users only by CMI on the Website, or otherwise, setting out, summarising, explaining or otherwise presenting the research that has been carried out by CMI into an Area of Research. For the avoidance of doubt, such reports do not include documents produced by the CMI which are published as open source material on the Website;

Subscribers: those parties who are required to pay a fee to CMI in respect of their access to and use of Research Reports;

Subscription Fee: the subscription fee paid and payable by You as a Subscriber, where relevant;

Subsequent Year: the 12 month period from 1 March to 28 (or 29 if a leap year) February immediately following a Current Year;

Website: the website hosted at <http://www.actuaries.org.uk/learn-and-develop/continuous-mortality-investigation> or any replacement website;

Working Days: means a day other than a Saturday, Sunday or Bank Holiday in England and Wales within the meaning of the Banking and Financial Dealings Act 1971; and

You or Your: the party entering into an agreement with CMI by submitting the Contributed Data.

1.2 In these Terms:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to gender include references to all genders;
- 1.2.3 unless otherwise stated, references to sub-conditions and conditions are to sub- conditions and conditions of these Terms;
- 1.2.4 the condition headings are for reference only and shall not affect the construction or interpretation of these Terms; and
- 1.2.5 references to statutes, any statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.

1.3 In these Terms, except where the context otherwise requires, any reference to:-

- 1.3.1 a "day" means a period of 24 hours (or such other number of hours as may be relevant in the case of changes for daylight saving) ending at 12.00 midnight;
- 1.3.2 the words "include", "includes" or "including" are to be construed as meaning without limitation; and
- 1.3.3 a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having a separate legal personality.

2 CMI's obligations

- 2.1 CMI agrees and undertakes that it shall:
 - 2.1.1 process the Contributed Data exclusively for the Purpose and for no other purpose whatsoever;
 - 2.1.2 process the Contributed Data in accordance with its latest Data Handling Protocols;
 - 2.1.3 at Your reasonable request and at Your cost; (i) provide such documentation or information, and (ii) permit You (or Your authorised agents) access to relevant premises on reasonable prior notice to inspect CMI's and any Authorised Subcontractor's data processing procedures, as may be necessary for You to reasonably satisfy Yourself of CMI's compliance with any of the terms of conditions 2 and 3.
- 2.2 CMI agrees to inform You of any material changes to its Data Handling Protocols in advance of applying these to the Contributed Data.

3 Data Protection Obligations

- 3.1 The parties agree that, to the extent that the Contributed Data contains Personal Data, You are a data controller or an authorised data processor in respect of such Personal Data and that therefore You have a statutory and/or contractual requirement to ensure that certain data protection principles are observed in an effort to protect the Personal Data comprised within the Contributed Data.
- 3.2 By disclosing the Contributed Data to CMI, You agree that You are appointing CMI as a data processor in relation to the processing of any Personal Data that may be comprised in such Contributed Data for the Purpose.
- 3.3 The parties agree that, having regard to the Purpose, there is no requirement for CMI to keep the Personal Data comprised within the Contributed Data up-to-date.
- 3.4 Subject to the provisions of condition 6, CMI shall indemnify and hold You harmless from and against any losses, liabilities, costs, damages or expenses incurred by You as a result of any breach by CMI or its Approved Subcontractor of any of the terms of conditions 2 and 3.
- 3.5 To the extent that the Contributed Data contains Personal Data, You acknowledge, agree and undertake that:
 - 3.5.1 if You are a data controller in relation to such Personal Data then You shall be responsible for complying with any and all obligations under the DPA in respect of that data;
 - 3.5.2 if You are acting as a data processor on behalf of another party, You remain responsible for ensuring that You have (and continue to have) all necessary authorisations, consents and licences in place to enable the Contributed Data to be lawfully transferred to and processed by CMI for the Purpose in accordance with these Terms;
 - 3.5.3 it is Your responsibility to ensure that an appropriate basis for fair and lawful processing under the DPA exists for the Personal Data comprised within the Contributed Data to be submitted to and processed by CMI for the Purpose;
 - 3.5.4 it is Your responsibility to ensure the accuracy of the Contributed Data in all material respects having regard to the Purpose for which the Contributed Data is supplied; and
 - 3.5.5 You are responsible for taking appropriate measures to ensure the secure transmission of Contributed Data to CMI.

4 Purpose

- 4.1 CMI shall prepare and publish Research Reports on the Areas of Research for the benefit of and use by Authorised Users (the **Purpose**) and this research may involve, among other things:
 - 4.1.1 the comparing of the actual mortality and morbidity experience with the expected experience based on one or more published tables;
 - 4.1.2 the constructing of tables of mortality and morbidity functions based on analysis of aggregated data;
 - 4.1.3 the making of estimates of future developments in mortality and morbidity rates; and

4.1.4 the carrying out of other statistical investigations and research that may be useful to actuaries with regard to the conduct of long term assurance, annuity and pension business, of sickness and related insurances and of self-administered pension schemes.

4.2 The Purpose also includes the CMI making datasets available for non-commercial research.

4.3 In consideration of the undertakings given by CMI under these Terms, You hereby agree that CMI may use the Contributed Data:

4.3.1 to produce a Data Report, which CMI will send to You;

4.3.2 together with all other relevant Data, in carrying out the Purpose in the Current Year and the Subsequent Year; and

4.3.3 conducting research into the Areas of Research in any and all future years.

5 Intellectual Property

5.1 All Intellectual Property Rights subsisting in the Contributed Data are owned by or licensed to You. You hereby grant CMI a licence to use the Contributed Data in accordance with these Terms.

5.2 All Intellectual Property Rights subsisting in any Research Report are owned by or on behalf of CMI.

6 CMI's Liability

6.1 CMI, including all directors, other office holders, employees or other representatives, excludes to the fullest extent permitted by law any liability for any special, indirect or consequential loss or damage incurred by You in connection with these Terms, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- any other loss or damage of any kind, however arising and whether caused by tort (including but not limited to negligence), breach of contract or otherwise, even if foreseeable.

6.2 CMI's total and aggregate liability under these Terms shall in no event exceed £100,000.

6.3 Nothing in this condition 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.

7 Term and Termination

7.1 These Terms shall come into force immediately upon the date on which You first provide Contributed Data to CMI after the Effective Date and shall continue thereafter until terminated.

7.2 On termination of these Terms for any reason, subject to condition 4.3, CMI shall retain and continue to use the Contributed Data for the Purpose.

7.3 Expiry or termination of these Terms for any reason shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

7.4 Notwithstanding the provisions of this condition 7, the provisions of conditions 1, 5, 6, 7.2, 7.3, 8 and 9 shall survive expiry or termination of these Terms for any cause.

8 General

- 8.1 If either party fails at any time to insist upon strict performance of any of the other party's obligations under these Terms, or if a party fails to exercise any of the rights or remedies to which it is entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve the other party from compliance with such obligations.
- 8.2 If any of the Terms should be determined illegal or unenforceable then to the extent it is illegal or unenforceable it shall be deleted and the remaining Terms shall survive in full force and effect.
- 8.3 These Terms shall not be amended and no variation to its terms shall be effective unless such amendment or variation is agreed in writing by each of the parties.
- 8.4 You may not assign, transfer, sub-contract or otherwise transfer any of Your rights or obligations under these Terms without CMI's prior written consent, such consent not to be unreasonably withheld or delayed.
- 8.5 These Terms constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any previous understandings, arrangements, representations, negotiations or agreements previously entered into between the parties.
- 8.6 You agree that no joint venture, partnership, employment, or agency relationship exists between You and CMI as a result of these Terms or Your submission of the Contributed Data.
- 8.7 Nothing in these Terms shall confer, or is intended to confer, on any person or corporation that is not party to these Terms any benefit or the right to enforce any condition of these Terms.

9 Governing Law

- 9.1 These Terms shall be governed by and construed in accordance with English Law and any disputes arising shall be subject to the non-exclusive jurisdiction of the English Courts.