



Continuous Mortality Investigation

Institute and Faculty of Actuaries

CMI Terms and Conditions for Data Contributors

Effective Date: 25 May 2018

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;

Anonymised Data: a subset of the Contributed Data that has been depersonalised such that it cannot be considered to contain Personal Data;

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: research into the following areas of mortality and morbidity experience of various classes of insured lives, annuitants and pensioners:

- the comparing of the actual mortality and morbidity experience with the expected experience based on one or more published tables;
- the constructing of tables of mortality and morbidity functions based on analysis of aggregated data;
- the making of estimates of future developments in mortality and morbidity rates; and
- 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.

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;

Controller: has the meaning given to that term in Data Protection Law

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

Correspondence address: Cheapside House, 138 Cheapside, London, EC2V 6BW

Tel 020 7776 3820 Fax 020 7776 3810 Web www.cmilimited.co.uk Email info@cmilimited.co.uk

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

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

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 Protection Law: means any 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 (if and from the date that it comes into force in the United Kingdom), all national legislation and subordinate legislation in the United Kingdom and any applicable decisions and guidance made under any of them;

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;

Data Subject Request: means a request by or on behalf of a Data Subject to exercise any rights conferred by Data Protection Law;

First Purpose: has the meaning given to that term in Clause 4.1.1;

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: shall have the meaning ascribed to it in Data Protection Law;

Processing: shall have the meaning ascribed to it in Data Protection Law and "Process" shall be construed accordingly;

Processor: shall have the meaning ascribed to it in Data Protection Law;

Purpose: shall comprise both the First Purpose and the Second Purpose;

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;

Second Purpose: has the meaning given to that term in Clause 4.1.2;

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;

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 the Controller or an authorised Processor in respect of such Personal Data and that therefore You have a statutory and/or contractual requirement to ensure that such Personal Data comprised within the Contributed Data is Processed in accordance with Data Protection Law.
- 3.2 By disclosing the Contributed Data to CMI, You agree that You are appointing CMI as a Processor in relation to the Processing of any Personal Data that may be comprised in such Contributed Data for the First Purpose.
- 3.3 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 to the extent arising from any breach by CMI or its Approved Subcontractor of any of the terms of conditions 2 and 3.
- 3.4 To the extent that the Contributed Data contains Personal Data, You acknowledge, agree and undertake that:
 - 3.4.1 if You are a Controller in relation to such Personal Data then You shall be responsible for complying with any and all of Your obligations under Data Protection Law in respect of that Personal Data;
 - 3.4.2 if You are acting as a 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 Processed by CMI for the First Purpose in accordance with these Terms;
 - 3.4.3 it is Your responsibility to ensure that an appropriate basis for fair and lawful processing under Data Protection Law exists for the Personal Data comprised within the Contributed Data to be submitted to and processed by CMI for the First Purpose;
 - 3.4.4 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
 - 3.4.5 You are responsible for taking appropriate measures to ensure the secure transmission of Contributed Data to CMI.

- 3.5 CMI shall:
- 3.5.1 Process the Contributed Data only for the Purpose and in accordance with Your instructions;
 - 3.5.2 ensure that all personnel of CMI and its Approved Subcontractor engaged in the Processing are subject to an appropriate duty of confidentiality;
 - 3.5.3 in accordance with CMI's obligations under Data Protection Law, implement appropriate technical and organisational measures so as to ensure an appropriate level of security is adopted to mitigate the risks associated with the Processing of such Contributed Data by CMI under these Terms. Details of such security measures are available upon request.
 - 3.5.4 not appoint any sub-Processor other than the Approved Subcontractor and its sub-Processors from time to time (the engagement of which You authorise by entering into these Terms). In the event that CMI changes the Approved Subcontractor or there is any change to the Approved Subcontractor's sub-Processors, CMI will provide You with 30 days within which to object in writing to that change, in which case CMI shall cease to Process the Contributed Data for the First Purpose and these Terms will terminate;
 - 3.5.5 not otherwise share, or allow any third party access to, the Contributed Data;
 - 3.5.6 not transfer the Contributed Data outside the European Economic Area.;
 - 3.5.7 promptly comply with any request from You to update or otherwise amend, transfer, delete or destroy the Contributed Data (provided that You acknowledge CMI will retain back-up copies of the Contributed Data for up to 12 months following processing of that Contributed Data);
 - 3.5.8 assist You to the extent reasonably required in responding to any relevant Data Subject Request;
 - 3.5.9 provide such assistance as is reasonably necessary to enable You to comply with your obligations under Data Protection Law in relation to the Processing of the Contributed Data by CMI under these Terms, having regard to the nature of the processing and the information available to CMI;
 - 3.5.10 upon the completion of the Processing for the First Purpose and except to the extent that CMI or the Approved Subcontractor is required by law to retain any copies of any Contributed Data, take all reasonable steps to destroy and/or permanently delete from its information technology systems all copies of the Contributed Data in its possession.

4 Purpose

- 4.1 In consideration of the undertakings given by CMI under these Terms, You hereby agree that CMI may use:
- 4.1.1 the Contributed Data to produce a Data Report, which CMI will send to You, and produce Anonymised Data (the **First Purpose**); and
 - 4.1.2 use the Anonymised Data, together with all other relevant anonymised data, in conducting research into the Areas of Research in any and all future years (the **Second Purpose**).
- 4.2 The preparation of Research Reports, published open source material and the datasets made available for non-commercial research shall use only Anonymised Data and shall not involve the Processing (by CMI or any third party) of any Contributed Data that contains Personal Data.

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, and in accordance with condition 4.1.2, CMI shall retain and continue to use the Anonymised Data for the Second 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.