

**Attachment 16**

**ICPSR Data Use Agreement**

**July 23, 2012**

# Restricted Data Use Agreement

INSTRUCTIONS: Please submit an original-signature copy of this agreement; this will be countersigned and a copy returned to you.

The Restricted Data Investigator and the Receiving Organization agree to the following terms and conditions:

## Terms

1. "Restricted Data" refers to the original restricted data provided by ICPSR and any fields or variables derived from these data, on whatever media they shall exist. (Aggregated statistical summaries of data and analyses, such as tables and regression statistics, are not considered "derived" for the purposes of this agreement.)
2. "Restricted Data Investigator" refers to the investigator who serves as the primary point of contact for all communications involving this agreement. The Restricted Data Investigator assumes all responsibility for compliance with all terms of this agreement by employees of the receiving organization.
3. "Principal Investigator(s)" refers to the Restricted Data Investigator and any Co-Principal Investigators.
4. "Receiving Organization" refers to the organization employing the Restricted Data Investigator.
5. "Research Staff" refers to any individuals other than the "Restricted Data Investigator(s)" with access to the restricted data.
6. The "Representative of the Receiving Organization" refers to an individual who has the authority to represent your organization in agreements of this sort, such as a Vice President, Dean, Provost, Center Director, or similar official. (Note that a Department Chair is not acceptable unless specific written delegation of authority exists.)
7. "ICPSR" refers to the Inter-university Consortium for Political and Social Research.

## Items Incorporated by Reference

8. The Application for Restricted Data, as approved by ICPSR, is incorporated by reference into this Agreement.
9. The Supplemental Agreement with Research Staff, as approved by ICPSR, is incorporated by reference into this Agreement.
10. The Data Protection Plan, developed by the Restricted Data Investigator, is incorporated by reference into this Agreement.

## Ownership of Data

11. Ownership of restricted data will be retained by ICPSR. Permission to use restricted data by the Investigator(s) and Receiving Organization may be revoked by ICPSR at any time, at their discretion. The Investigator(s) and Receiving Organization must return or destroy all

originals and copies of the restricted data, on whatever media it may exist, within 5 days of written request to do so.

## **Access to the Restricted Data**

12. Access to the restricted data will be limited solely to the individuals signing this agreement and the Supplemental Agreement With Research Staff, as detailed in the approved Data Protection Plan. The data may not be "loaned" or otherwise conveyed to anyone other than the signatories to this agreement.
13. Copies of the restricted data or any subsequent variables or data files derived from the restricted data will not be provided to any other individual or organization without the prior written consent of the ICPSR.

## **Uses of the Restricted Data**

14. The restricted data will be used solely for the purpose of scientific and public policy research, and not for any administrative, proprietary, or law enforcement purposes.
15. The restricted data will be used to generate only statistical summary information that does not allow any individual, family, household, business, or organization to be identified.
16. The restricted data will be used solely for the research project described in the Application for Restricted Data incorporated by reference into this document.
17. No attempt will be made to identify any individual person, family, household, business, or organization. If an individual person, family, household, business, or organization is inadvertently identified, or if a technique for doing so is discovered, the identification or discovery will be immediately reported to ICPSR, and the identification or discovery will not be revealed to any other person who is not a signatory to this agreement.
18. No attempt will be made to link this restricted data with any other dataset, including other datasets provided by ICPSR, unless specifically identified in the approved Application for Restricted Data.
19. Use of the restricted data will be consistent with the receiving organization's policies regarding scientific integrity and human subjects research.

## **Data Confidentiality Procedures**

20. If the Receiving Organization requires a review of research proposals using secondary survey data by an Institutional Review Board/Human Subjects Review Committee or equivalent body, that review has taken place and all approvals have been granted prior to application for use of the restricted data.
21. The Receiving Organization will treat allegations, by ICPSR or other parties, of violations of this agreement as allegations of violations of its policies and procedures on scientific integrity and misconduct. If the allegations are confirmed, the Receiving Organization will treat the violations as it would violations of the explicit terms of its policies on scientific integrity and misconduct.
22. The Restricted Data Investigator certifies that all aspects of the Data Protection Plan, as approved by ICPSR, will be followed until which time all copies of the restricted data are destroyed.

## **Destruction of Data Upon Completion of Research Project**

23. The Restricted Data Investigator will certify to ICPSR that all originals and copies of the restricted data, on whatever media, will be destroyed at the completion of the research project described in the Application for Restricted Use Data or within 5 days of written request from the ICPSR.

## **Duration of This Agreement**

24. This Agreement will go into effect upon approval of the Agreement by ICPSR, and will remain in effect until the completion of the research project, as noted in the Application for Restricted Use Data, or 24 months from the date this Agreement is accepted by ICPSR, whichever comes first. If, at the end of 24 months, access to the restricted data is still desired, the Restricted Data Investigator must contact ICPSR in writing requesting such continued access. If continued access is denied by ICPSR, or if the Restricted Data Investigator neglects to contact the ICPSR prior to the end of the 24-month period, all originals and copies of the restricted data, on whatever media they exist, must be destroyed by the Restricted Data Investigator.

## **Post-Approval Modifications to Submitted Materials**

25. If changes in research plans or computer environment will alter the information originally submitted as part of this Agreement, the Restricted Data Investigator shall provide the ICPSR with a copy of the revised materials and a memorandum describing the changes in advance of the revisions. These revisions will be considered amendments to this agreement and may not be implemented until written approval is received by ICPSR.
26. A change in the employer of the Restricted Data Investigator requires the execution of a new Restricted Data Use Agreement and preparation of a new Data Protection Plan. These materials must be approved by ICPSR before restricted data may be accessed at the new place of employment.
27. When other research staff join the project, they shall submit the Supplemental Agreement with Research Staff. Such supplemental agreements shall be submitted in a timely manner but, in any event, prior to granting other research staff access to the data on whatever media in which the data may exist.

## **Violation of This Agreement**

28. If ICPSR determines that the Agreement may have been violated, ICPSR will inform the Restricted Data Investigator(s) of the allegations in writing and will provide them with an opportunity to respond in writing within 10 days. ICPSR may also, at that time, require immediate return or destruction of all copies of the restricted data in possession of the investigators. Failure to do so will be determined to be a material breach of this agreement and, among other legal remedies, may be subject to injunctive relief by a court of competent jurisdiction. If ICPSR deems the allegations unfounded or incorrect, the data may be returned to the Restricted Data Investigator under the terms of the original agreement. If ICPSR deems the allegations in any part to be correct, ICPSR will determine and apply the appropriate sanction(s).

29. If ICPSR determines that any aspect of this agreement has been violated, ICPSR may invoke these sanctions as it deems appropriate:
- Denial of all future access to restricted data files
  - Report of the violation to the researcher's institution's office responsible for scientific integrity and misconduct, with a request that the institution's sanctions for misconduct be imposed
  - Report of the violation to appropriate federal and private agencies or foundations that fund scientific and public policy research, with a recommendation that all current research funds be terminated, that future funding be denied to the investigator(s) and to all other persons involved in the violation, and that access to other restricted data be denied in the future
  - Such other remedies that may be available to ICPSR under law or equity, including injunctive relief

I certify that all materials submitted with this application for this restricted data are truthful.

Furthermore, I acknowledge that I am legally bound by covenants and terms of this agreement, and that violation will constitute unethical professional practice and may subject me to the sanctions listed above.

## **Restricted Data Investigator**

Study Title:

Signature:

Date:

Typed Name:

Title:

Institution:

Building/Room Number:

Street Address:

City/State/ZIP:

Telephone:

Fax:

Email:

## Representative of the Receiving Organization

By signing this agreement, this organization agrees that access to these confidential data will be restricted to authorized persons whose names appear on this agreement and the Supplemental Agreement with Research Staff, and that this organization is legally bound by the covenants and terms of this agreement.

Signature:

Date:

Typed Name:

Title:

Institution:

Building/Room Number:

Street Address:

City/State/ZIP:

Telephone:

Fax:

Email:

Representative of the Inter-university Consortium for Political and Social Research

Signature:

Date:

Typed Name:

Title:

(Signatory delegated by Chair of ICPSR Council)

ICPSR

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