

**National Science Foundation
National Center for Science and Engineering Statistics**

Survey files requested:

LICENSE FOR RESTRICTED-USE DATA

WHEREAS, the National Center for Science and Engineering Statistics (NCSES) of the National Science Foundation (NSF) has collected personally identifiable information in the above named survey(s), the confidentiality of which is protected by the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), 44 U.S.C. 3561 - et seq.; section 14(i) of the National Science Foundation Act of 1950, as amended, 42 U.S.C. 1873(i); and the Privacy Act of 1974 as amended, 5 U.S.C. 552a; and

WHEREAS, NCSES wishes to make the data available for use by qualified and capable researchers collaborating with NCSES and/or other divisions of the NSF exclusively for statistical purposes so long as the data are appropriately used and protected in accordance with the terms and conditions stated in this License and all applicable laws and regulations;

IT IS HEREBY AGREED BETWEEN

_____,
Principal Investigator (the most senior researcher for this License Agreement who has the authority and responsibility to manage the day-to-day statistical operations), and

_____,
Parent Institution of the Principal investigator,
Hereinafter referred to as the "Licensees,"
and NCSES that:

I. INFORMATION SUBJECT TO THIS AGREEMENT

- A.** All data containing personally identifiable information (PII) collected by or on behalf of NSF that are provided by NCSES to the Licensees and all information derived from those data that could be used to directly or indirectly identify the subject

individual are subject to this License and are referred to in this License as “Subject Data.”

- B.** Subject Data under this License may only be accessed and used by the Principal Investigator in a manner and for a purpose consistent with:
- 1) the exclusively statistical purpose for which the data were supplied as detailed in the principal investigator’s application materials,
 - 2) the limitations imposed under the provisions of this License; and,
 - 3) the Federal laws referenced in this agreement and related NSF regulations and procedures.

II. LIMITATIONS ON USE AND DISCLOSURE

- A.** Principal Investigator shall not use Subject Data for other than statistical purposes (i.e., nonstatistical purposes). Nonstatistical purposes include, but are not limited to, using the Subject Data in any manner to change the status, condition, or public perception or reputation of any individual with regard to whom Subject Data are maintained. Principal Investigator shall not use or disclose Subject Data for any other administrative, regulatory, law enforcement, adjudicatory, or other purpose that would affect the rights, privileges, or benefits of a particular individual with regard to whom the Subject Data are maintained.
- B.** Principal Investigator shall not merge or match Subject Data with any data without advance written approval of NCSES.
- C.** Principal Investigator shall not disclose Subject Data to anyone, including other employees of the Principal Investigator’s institution, except the Collaborating Researcher (s) listed below:

The Principal Investigator shall not disclose Subject Data to the above-named Collaborating Researchers until they have completed a notarized Affidavit of Nondisclosure and such Affidavit is included in this agreement.

The Principal Investigator may not disclose or allow Collaborating Researchers to disclose any information containing or derived from Subject Data at levels of refinement that would enable the identities of individuals whose information is contained in Subject Data to be directly or indirectly deduced. The Principal Investigator shall ensure that the Collaborating Researchers shall have the same

responsibilities and observe the same requirements respecting the Subject Data that are set forth herein as to the Principal Investigator and Licensees.

- D. The Principal Investigator may disclose Subject Data to designated NCSES employees working in the course of their employment. Such designation will be requested of and made by the Director of NCSES or the Director's designate.
- E. Principal Investigator and Collaborating Researchers shall not make any publication or other release that contains Subject Data information regarding specific individuals even if direct individual identifiers have been removed. This includes, but is not limited to, the use of information that could be combined with other publicly available data to reidentify individuals.
- F. Principal Investigator may publish the results, analysis or other information developed as a result of any research based on Subject Data made available under this License, but only in summary or statistical form such that the identity of individuals contained in the Subject Data are not revealed, nor able to be deduced. Principal Investigator and Collaborating Researchers must apply techniques for disclosure avoidance and submit the research for NCSES disclosure review as described in Section III.A. below.
- G. This Agreement does not transfer any intellectual property rights in the Subject Data to the Licensees.

III. ADMINISTRATIVE REQUIREMENTS

A. Publications made available to NCSES.

- 1) Principal Investigator shall provide NCSES a copy of all or sufficient portions of each paper, report, or other data product containing information based on Subject Data at least fourteen (14) days prior to its submission for publication review, publication or other dissemination to anyone not listed in this License.
- 2) In developing information for publication or other release of research results, if any material could raise reasonable questions regarding disclosure of personally identifiable information contained in the Subject Data, Principal Investigator shall provide NCSES a copy of the material intended for use before any disclosure is made, so that NCSES may determine whether the disclosure is allowed or prohibited under this License and the laws cited in the first paragraph of this License. Principal Investigator shall not publish or otherwise release research results provided to NCSES, if NCSES determines that such disclosure is not authorized.
- 3) Principal Investigator shall cite the sources used and include the following statement in all publications or releases of research results using NSF restricted (or unrestricted) data.

“The use of NSF data does not imply NSF endorsement of the research, research methods, or conclusions contained in this report. Any opinions,

findings, conclusions, or recommendations expressed here do not reflect the views of NSF.”

- 4) Principal Investigator shall send copies of published reports to NCSES.
- B. Principal Investigator shall notify NCSES immediately upon receipt of any legal, investigative, or other demand for disclosure of Subject Data.
- C. Principal Investigator shall notify NCSES immediately upon discovering any breach or suspected breach of security or any disclosure of Subject Data to unauthorized parties or agencies.
- D. The Licensees shall indemnify and hold harmless NCSES and their contractors, their employees and agents against any and all claims for damages, demands, and all other actions, including any penalties imposed as well as payment of all expenses and costs arising from any such penalty resulting from the disclosure by the Principal Investigator or Collaborator of the Subject Data or statistical data derived from and/or based upon Subject Data, or resulting from the failure of the Principal Investigator or the Collaborator to comply with any of the terms or conditions of this License.
- E. The Licensees agree that representatives of NSF have the right to make unannounced and unscheduled inspections of the Licensees’ facilities, including any associated computer center, to evaluate compliance with the terms of this License.

IV. SECURITY REQUIREMENTS

- A. The Principal Investigator team shall only access and work with Subject Data on the SDAF virtual data enclave shall not make or share any external copies or extracts of the Subject Data. The Subject Data shall not be disclosed to anyone except as permitted above by Part II, Limitation on Use and Disclosure, of this License.
- B. The Principal Investigator team shall access the Subject Data on the SDAF virtual data enclave in a space that is limited to authorized personnel only and shall not permit any such personnel to view or access the data unless they are authorized to do so under this License.
- C. The Information Security System Officer and Principal Investigator team shall ensure that access to Subject Data on the SDAF virtual data enclave will be done through password protected device approved in the Security Plan (Appendix D).
- D. The Principal Investigator team shall ensure that all outputs, tabulations, and reports are edited for any possible disclosures of Subject Data using generally accepted methods.
- E. The Information Security System Officer and Principal Investigator team shall establish procedures to ensure that Subject Data on the SDAF virtual data enclave cannot be viewed or copied by unauthorized individuals.

V. REVOCATION OF SUBJECT DATA ACCESS

- A. The Principal Investigator team's access to the Subject Data on the SDAF virtual data enclave will be revoked when the research agreement has been completed or when this License has expired, revoked, or terminated.
- B. The Licensees shall comply with the Security Plan (Appendix D) attached to this Agreement.

VI. PENALTIES

- A. Any violation of the terms and conditions of this License may result in immediate revocation of the License by NCSES.
- B. Violation of this License may also be a violation of Federal law under the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), 44 U.S.C. 3561-et seq., section 14(i) of the National Science Foundation Act of 1950, as amended, 42 U.S.C. 1873(i), and the Privacy Act of 1974, as amended, 5 U.S.C. 552a. The violations are as follows:
 - 1) violations of CIPSEA may result in a fine up to \$250,000, imprisonment for a period of up to five (5) years, or both;
 - 2) violations of the NSF Act may result in a fine up to \$10,000, imprisonment for a period of up to five (5) years, or both;
 - 3) violations of the criminal provisions of the Privacy Act may constitute a misdemeanor and may result in fines up to \$5,000, or both.

VII. TERM OF THE LICENSE

- A. This License is in effect for a maximum duration of 36 months, subject NCSES approval, from the date this license is signed unless amended, extended, revoked, or terminated.

Duration requested (in months, not to exceed 36):	
Justification for requested duration (attach additional pages, if needed):	

- B. This License is in effect until _____, unless amended, extended, revoked, or terminated. This License may be unilaterally revoked or terminated by the Director of NCSES at any time.
- C. This License may be amended or extended by mutual written agreement between the Licensees and the Director of NCSES. Any amendment must be signed by all parties to the original agreement or their assignees and is effective on the date that all required parties have signed the amendment.

VIII. PROCESSING OF THE LICENSE

- A.** The institutional signatory to this agreement must have the legal authority to bind the parent institution to the terms of the License and so signify by his/her signature below that the parent institution has the authority to undertake the commitments set forth in this License.

_____ Signature of the Senior Official (Parent Institution of Principal Investigator)	_____ Date
_____ Typed/Printed Name of the Senior Official	_____ Telephone
_____ Title	
_____ Name of Parent Institution	

- B.** The Principal Investigator shall sign this License below to indicate agreement to undertake the commitments set forth in this License. The Principal Investigator is the most senior researcher for this License Agreement who has the authority to manage day-to-day statistical operations. The Senior Official cannot also sign as the Principal Investigator.

_____ Signature of Principal Investigator	_____ Date
_____ Typed/Printed Name of Principal Investigator	_____ Telephone
_____ Title	

- C. The Director and the Confidentiality Liaison of the National Science Foundation, National Center for Science and Engineering Statistics, issue this License.

_____ Signature of Confidentiality Liaison National Center for Science and Engineering Statistics National Science Foundation	_____ Date
_____ Typed/Printed Name of Confidentiality Liaison	
_____ Signature of Director National Center for Science and Engineering Statistics National Science Foundation	_____ Date
_____ Typed/Printed Name of Director	

REQUIRED LICENSE AGREEMENT ATTACHMENTS

Attachment 1: Security Plan (use form from Appendix D of the License Guide before obtaining NCSES signatures)

Attachment 2: Affidavits of Nondisclosure (use form from Appendix E of the License Guide before obtaining NCSES signatures)

Attachment 3: Rules of Behavior (use form from Appendix G of the License Guide after obtaining NCSES signatures)

Attachment 4: Individual Data Use Agreement (use form from Appendix H of the License Guide after obtaining NCSES signatures)