Agreement for the Use of Confidential Data from the Measures of Effective Teaching Longitudinal Database at the Inter-university Consortium for Political and Social Research (ICPSR)

I. DEFINITIONS

A. “Investigator” is the person primarily responsible for analysis and other use of Confidential Data obtained through this Agreement.

B. “Research Staff” are persons authorized by the Investigator’s institution, excluding the Investigator, who will have access to Confidential Data obtained through this Agreement. Research Staff include project staff or students conducting dissertation or thesis research.

C. “Participants” are persons, other than Investigator and Research Staff, who will be provided access to Confidential Data by the Investigator. For example, research subjects who will view videos included in the Confidential Data as part of an IRB approved research protocol are Participants for this agreement. Institution is responsible for ensuring Participant compliance with all aspects of this agreement.

D. “Institution” is the university or research institution at which the Investigator will conduct research using Confidential Data obtained through this Agreement.

E. “Representative of the Institution” is a person authorized to enter into contractual agreements on behalf of Investigator’s Institution.

F. “Confidential Data” consist of data, images, videos and any objects derived from them with information that is linkable to a specific individual either directly or indirectly, and for which the individual (whether a person or organization) has the expectation that the information will not be released in a manner allowing public identification of the individual or causing some harm to the individual.

G. “Private Person” means any individual (including an individual acting in his official capacity) and any private (i.e., non-government) partnership, corporation, association, organization, or entity (or any combination thereof), including family, household, school, neighborhood, health service, or institution.

H. “ICPSR” is the Inter-university Consortium of Political and Social Research.

I. “Restricted Data Contracting System” (”RDCS”) is the web-based system for data contracts at ICPSR.

J. “Data Security Plan” is a component of this Agreement, found as Attachment A, which specifies permissible computer configurations for use of Confidential Data through Investigator responses to a series of questions, and records what the Investigator commits to do in order to keep Confidential Data secure.

K. “Deductive Disclosure” is the discerning of an individual’s identity or confidential information through the use of known characteristics of that individual. Disclosure risk is present if an
unacceptably narrow estimation of an individual’s confidential information is possible or if determining the exact attributes of the individual is possible with a high level of confidence.

L. “Derivative” is a file, video, image, or statistic derived from the Confidential Data that poses disclosure risk to any Private Person in the Confidential Data obtained through this Agreement. Derivatives include copies of the Confidential Data received from ICPSR, subsets of the Confidential Data, and analysis results that do not conform to the guidelines in Section VI.G.

II. DESCRIPTION OF DISCLOSURE

Deductive disclosure of an individual’s identity from research material is a major concern of federal agencies, researchers, and Institutional Review Boards. If a person is known to have participated in ANY study or if information is known to be included in files or a database from which the Confidential Data were obtained, then a combination of his or her personal characteristics may allow someone to determine which record corresponds to that individual. Investigators and Institutions who receive any portion of Confidential Data are obligated to protect the individual’s confidential information from deductive disclosure risk by strictly adhering to the obligations set forth in this Agreement and otherwise taking precautions to protect the Confidential Data from non-authorized use.

III. REQUIREMENTS OF INVESTIGATORS

A. Investigators must meet the following criteria:

1. Have a PhD or other terminal degree; and

2. Hold a faculty appointment or research position at Institution.

B. The Investigator assumes the responsibility of completing the RDCS online application and required documents, reports, and amendments. The Investigator agrees to responsibly manage and use Confidential Data and implement all Confidentiality Data security procedures per the Data Security Plan.

C. The Investigator will provide ICPSR any publications or public presentations derived from the Confidential Data.

IV. REQUIREMENTS OF INSTITUTION

The Institution must meet the following criteria:

A. Be an institution of higher education, a research organization, a research arm of a government agency, or a nongovernmental, not for profit, agency.

B. Have a demonstrated record of using Confidential Data according to commonly accepted standards of research ethics and applicable statutory requirements.

V. OBLIGATIONS OF ICPSR

In consideration of the promises made in Section VI of this Agreement, ICPSR agrees to:
A. Provide access to the Confidential Data requested by the Investigator in the Confidential Data Order within a reasonable time of execution of this Agreement by appropriate ICPSR officials. Quantitative Confidential Data will be made available via the Virtual Data Enclave, a secure remote-access work space. Video files and accompanying metadata will be made available via the MET LDB online secure streaming system. Access to both requires proper authentication. ICPSR will provide instructions on establishing user accounts within a reasonable amount of time after the execution of the agreement.

B. Provide electronic documentation of the origins, form, and general content of the Confidential Data, in the same time period and manner as the Confidential Data.

ICPSR MAKES NO REPRESENTATIONS NOR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE CONFIDENTIAL DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Investigator and Institution assume all liability for claims for damages against them by third parties that may arise from the use or disclosure of the Confidential Data.

VI. OBLIGATIONS OF INVESTIGATOR, RESEARCH STAFF, AND INSTITUTION

Confidential Data provided under this Agreement shall be accessed by the Investigator, Research Staff, Participants, and Institution in strictest confidence and can be disclosed only in compliance with the terms of this Agreement. In consideration of the promises in Section V of this Agreement, and for use of Confidential Data from ICPSR, the Investigator, Research Staff, Participants, and Institution agree:

A. That the Confidential Data will be used solely for research or statistical purposes relative to the research project identified on the Application for Obtaining Confidential Data accompanying this Agreement, and for no other purpose whatsoever without the prior consent of ICPSR. Further, no attempt will be made to identify private persons, no Confidential Data of private person(s) will be published or otherwise distributed, and Confidential Data will be protected against deductive disclosure risk by strictly adhering to the obligations set forth in this Agreement and otherwise taking precautions to protect the Confidential Data from non-authorized use.

B. To supply ICPSR with a completed RDCS online Application for Obtaining Confidential Data that will include the following:

1. A signed Agreement

2. A Research Plan describing inquiry and publications consistent with the objectives of the Measuring Effective Teaching Project to advance knowledge about effective teachers and teaching.

3. Confidential Data Order Summary specifying which files and documentation are requested

4. A copy of a document signed by the Institution's Institutional Review Board (IRB) approving or exempting the research project
C. To comply fully with the approved Data Security Plan at all times relevant to this Agreement.

D. That no persons other than those identified in this Agreement or in subsequent amendments to this Agreement, as Investigator, Research Staff or Participant and who have executed this Agreement, be permitted access to the contents of Confidential Data files or any files derived from Confidential Data files.

E. To not disclose or otherwise make available to current and former employees of the Charlotte-Mecklenburg Schools, Dallas Independent School District, Denver Public Schools, Hillsborough County Public Schools, Memphis City Schools, and New York City Department of Education (“School Districts”) any Confidential Data derived from the School District for which they are a current or former employee. Investigators, Research Staff, and Participants must disclose to ICPSR any current or past affiliations with the School Districts.

F. That within one (1) business day of becoming aware of any unauthorized access, use, or disclosure of Confidential Data, or access, use, or disclosure of Confidential Data that is inconsistent with the terms and conditions of this Agreement, the unauthorized or inconsistent access, use, or disclosure of Confidential Data will be reported in writing to ICPSR.

G. That, unless prior specific approval is received from ICPSR, no attempt under any circumstances will be made to link the Confidential Data to any individual, whether living or deceased, or with any other dataset, including other datasets provided by ICPSR.

H. To avoid inadvertent disclosure of private persons by being knowledgeable about what factors constitute disclosure risk and by using disclosure risk guidelines, such as but not limited to, the following guidelines in the release of statistics or other content derived from the Confidential Data.¹

1. No release of a sample unique for which only one record in the Confidential Data obtained through sampling (e.g., not a census) provides a certain combination of values from key variables. For example, in no table should all cases in any row or column be found in a single cell.

2. No release of a sample rare for which only a small number of records (e.g., 3, 5, or 10 depending on sample characteristics) in the Confidential Data provide a certain combination of values from key variables. For example, in no instance should the cell frequency of a cross-tabulation, a total for a row or column of a cross-tabulation, or a quantity figure be fewer than the appropriate threshold as determined from the sample characteristics. In general, assess empty cells and full cells for disclosure risk stemming from sampled records of a defined group reporting the same characteristics.

3. No release of a population unique for which only one record in the Confidential Data that represents the entire population (e.g., from a census) provides a certain combination of values

from key variables. For example, in no table should all cases in any row or column be found in a single cell.

4. No release of the statistic if the total, mean, or average is based on fewer cases than the appropriate threshold as determined from the sample characteristics.

5. No release of the statistic if the contribution of a few observations dominates the estimate of a particular cell. For example, in no instance should the quantity figures be released if one case contributes more than 60 percent of the quantity amount.

6. No release of data that permits disclosure when used in combination with other known data. For example, unique values or counts below the appropriate threshold for key variables in the Confidential Data that are continuous and link to other data from ICPSR or elsewhere.

7. No release of minimum and maximum values of identifiable characteristics (e.g., income, age, household size, etc.) or reporting of values in the “tails,” e.g., the 5th or 95th percentile, from a variable(s) representing highly skewed populations.

8. Release only weighted results if specified in the data documentation.

9. No release of ANOVAs and regression equations when the analytic model that includes categorical covariates is saturated or nearly saturated. In general, variables in analytic models should conform to disclosure rules for descriptive statistics (e.g., see #7 above) and appropriate weights should be applied.

10. In no instance should data on an identifiable case, or any of the kinds of data listed in preceding items 1-9, be derivable through subtraction or other calculation from the combination of tables released.

11. No release of sample population information or characteristics in greater detail than released or published by the researchers who collected the Confidential Data. This includes but is not limited to publication of maps.

12. No release of anecdotal information about a specific private person(s) or case study without prior approval.

13. The above guidelines also apply to charts as they are graphical representations of cross-tabulations. In addition, graphical outputs (e.g., scatterplots, box plots, plots of residuals) should adhere to the above guidelines.

I. To mitigate the risk of disclosing identities or private information derived from the Confidential Information by following practices that include, but are not limited to the following:

1. No streaming video from the Confidential Data may be captured on any computer or other medium.

2. No excerpts, images or other derivatives from the Confidential Data may be published or disseminated in any way.

3. No descriptions of individuals, activities, environments, or other aspects of the Confidential Data may be released in a way that would lead to identification of individuals. Information about
objects in the Confidential Data (such as school, grade, subject) may not be included in presentations or publications if they may increase the risk of disclosure. Special care should be used in describing attributes of individuals that in combination might uniquely identify an individual, such as school, grade, age, race, gender, “gifted,” “special education,” “English language learner,” or physical attributes (height, weight, hair color, etc.).

4. No anecdotal descriptions or verbatim transcripts may be released if they can be linked to information that increases the risk of identification of individuals.

5. No information from quantitative and video objects in the Confidential Data may be linked for the purpose of identifying individuals.

6. No identifying information revealed by individuals depicted in the Confidential Data may be recorded in any way. For example, names of persons, places, or events written on blackboards or spoken by an individual may not be written on paper or typed into a computer document. This type of information may never be released in public presentations or publications. If there is any doubt about whether a research note may pose a disclosure risk, it should be created within the Virtual Data Enclave.

J. That if the identity of any private person should be discovered, then:

1. No use will be made of this knowledge;

2. ICPSR will be advised of the incident within five (5) business days of discovery of the incident;

3. The information that would identify the private person will be safeguarded or destroyed as requested by ICPSR; and

4. No one else will be informed of the discovered identity.

K. Unless other provisions have been made with ICPSR, all access to the Confidential Data will be terminated on or before completion of this Agreement or within five (5) days of written notice from ICPSR. Investigators requiring access to the Confidential Data beyond completion of this Agreement should submit a request for continuation three months prior to the end date of the Agreement.

L. To ensure that the Confidential Data are managed and used in compliance with the terms and conditions of this Agreement and with all applicable statutes and regulations. Noncompliance with this Agreement by any Research Staff or Participant hereto shall be deemed noncompliance and a breach by Investigator and Institution for purposes of section VII below.

M. To notify ICPSR of a change in institutional affiliation of the Investigator. Notification must be in writing and must be received by ICPSR at least six (6) weeks prior to Investigator’s last day of employment with Institution. Investigator’s separation from Institution terminates this Agreement. Investigator may reapply for access to Confidential Data as an employee of the new institution. Re-application requires:

1. Execution of a new Agreement for the Use of Confidential Data by both the Investigator and the proposed new institution;
2. Execution of any Supplemental Agreement(s) with Research Staff and Pledges of Confidentiality by Research Staff and Participants at the proposed new institution;

3. Preparation and approval of a new Data Security Plan; and

4. Evidence of approval or exemption by the proposed new institution's IRB.

These materials must be approved by ICPSR before Confidential Data or any derivatives or analyses may be accessed at the new institution.

N. That if the Investigator who is changing institutions does not have the new agreement executed by the time they leave their institution, ICPSR will temporarily deactivate the Investigator’s account but will maintain the Investigator’s profile to save their work during the transition. Upon approval of the new RDCS online application, ICPSR will reactivate the Investigator’s account. If a new agreement is not executed within three (3) month, the Investigator’s account will be deleted.

O. That any books, articles, conference papers, theses, dissertations, reports, or other publications that employed the Confidential Data or other resources provided by ICPSR reference the bibliographic citation provided by ICPSR in the study description.

P. That use of the Confidential Data will be consistent with the Institution's policies regarding scientific integrity and human subjects research.

Q. To respond fully and in writing within ten (10) working days after receipt of any written inquiry from ICPSR regarding compliance with this Agreement.

VII. VIOLATIONS OF THIS AGREEMENT

A. The Institution 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 Institution will treat the violations as it would violations of the explicit terms of its policies on scientific integrity and misconduct.

B. In the event Investigator or Institution breaches any provision of this Agreement, they shall be jointly and severally responsible to promptly cure the breach and mitigate any damages. Investigator and Institution hereby acknowledge that any breach of the confidentiality provisions herein may result in irreparable harm to ICPSR not adequately compensable by money damages. Investigator and Institution hereby acknowledge the possibility of injunctive relief in the event of breach, in addition to money damages. In addition, ICPSR may:

1. Terminate this Agreement upon notice and terminate access to the Confidential Data and any derivatives thereof;

2. Deny Investigator future access to Confidential Data; and/or

3. Report the inappropriate use or disclosure to the appropriate federal and private agencies or foundations that fund scientific and public policy research.
C. Institution agrees, to the extent permitted under the law, to indemnify, defend, and hold harmless The University of Michigan, ICPSR, RAND Corporation, Bill & Melinda Gates Foundation, and the sources of Confidential Data from any or all claims and losses accruing to any person, organization, or other legal entity as a result of Investigator’s, Research Staff’s, Participant’s, and/or Institution’s acts, omissions, or breaches of this Agreement.

VIII. CONFIDENTIALITY

The Institution is considered to be a contractor or cooperating agency of ICPSR; as such, the Institution, the Investigator, and Research Staff are authorized to protect the privacy of the individuals who are the subjects of the Confidential Data by withholding their identifying characteristics from all persons not connected with the conduct of the Investigator’s research project. Identifying characteristics are considered to include those data defined as confidential under the terms of this Agreement.

IX. INCORPORATION BY REFERENCE

All parties agree that the following documents are incorporated into this Agreement by reference:

A. The Application for Obtaining Confidential Data

B. A copy of the Institution’s IRB approval or exemption of the Research Project

C. The Data Security Plan proposed by the Investigator and approved by ICPSR

X. MISCELLANEOUS

A. All notices, contractual correspondence, and return of data under this Agreement on behalf of the Investigator shall be made in writing and delivered to the address below:

MET Longitudinal Database Restricted Data Manager
ICPSR
P.O. Box 1248
Ann Arbor, MI 48106-1248

B. This agreement shall be effective for 24 months from execution.

C. The respective rights and obligations of ICPSR and Investigator, Research Staff, and Institution pursuant to this Agreement shall survive termination of the Agreement.

D. This Agreement may be amended or modified only by the mutual written consent of the authorized representatives of ICPSR and Investigator and Institution. Investigator's research project, Data Security Plan, Research Staff, or Participants may be amended or modified only by submitting such amendments or modifications to the RDCS and receiving approval from the authorized representatives of ICPSR. This Agreement may be extended only by submitting an extension request to the RDCS and receiving approval from the authorized representatives of ICPSR. Investigator and Institution agree to amend this Agreement to the extent necessary for ICPSR to comply with the requirements of any applicable regulatory authority.
E. The persons signing this Agreement have the right and authority to execute this Agreement, and no further approvals are necessary to create a binding agreement.

F. The obligations of Investigator, Research Staff, Participants, and Institution set forth within this Agreement may not be assigned or otherwise transferred without the express written consent of ICPSR.
# Investigator and Institutional Signatures

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## Institutional Representative

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Representative of The Regents of the University of Michigan

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Attachment A: Data Security Plan

All of the following computer and data security requirements and procedures are required to be implemented as part of this Agreement:

- You must password protect the computer that is used to access the MET Longitudinal Database.
- Under no circumstances may you share or give your MET Longitudinal Database username and password to anyone, and this includes not sharing them with other members of your project team or your organization’s IT staff. Passwords must not be stored on a computer in electronic or written form. Software password storage programs may not be used.
- Since the MET Longitudinal Database is administered by ICPSR, University of Michigan you should not contact the IT staff at your organization with questions about the MET Longitudinal Database. (You may contact your organization’s IT staff if you need help installing the VM client software to access the MET Longitudinal Database. Your organization’s IT staff should never be allowed to access the MET Longitudinal Database or any Confidential Data.)
- Under no circumstances can any unauthorized person be allowed to access or view Confidential Data within the MET Longitudinal Database.
- You must only access the MET Longitudinal Database from within the authorized Secure Project Office (as listed in the Application) using only the approved computer and assigned IP address.
- Unauthorized persons are not allowed to be inside the Secure Project Office when an authorized project team member is logged into the MET Longitudinal Database.
- You must not allow the computer monitor to display MET Longitudinal Database content to any unauthorized person. The computer monitor display screen must not be visible from open doors or through windows.
- You must set the computer to activate a password protected screen saver after three minutes of inactivity.
- If you are logged into the MET Longitudinal Database and you leave your computer, you must “disconnect” or “logoff” from the MET Longitudinal Database. (Disconnecting from the MET Longitudinal Database will leave any open programs running, but closes the connection to the MET Longitudinal Database. Logging off of the MET Longitudinal Database closes the connection and terminates all programs that are running.)
- All Confidential Data must be kept within the MET Longitudinal Database:
  - You must not duplicate or copy the data (e.g., you must not retype and/or use non-technical ways of copying the data, such as handwritten notes).
  - You must not take screenshots, photographs, or videos of the displayed Confidential Data or statistical outputs.
  - You must not type or record the Confidential Data or results from the data onto your PC or onto some other device or media.
- You must protect all hardcopy documents related to the Confidential Data such as research notes. Such hardcopy documents must be kept in locked drawers or cabinets when not in use.
- Prior to a disclosure review and approval by ICPSR, neither you nor any project team member may talk about or discuss any Confidential Data or results from the MET Longitudinal Database in non-secure or public locations. These discussions cannot occur where an unauthorized person could eavesdrop.
You must submit all statistical outputs/results from the MET Longitudinal Database to ICPSR for a disclosure review prior to sharing or giving such outputs to unauthorized persons. You also agree to revise or alter such outputs as required by ICPSR in order to minimize disclosure risk prior to ICPSR approving these outputs for dissemination to unauthorized persons.

You may only disseminate aggregated information from the Confidential Data to unauthorized persons after you obtain clearance to do so through the ICPSR disclosure review process.

Each member of your research team included in this application must use the data on a computer in a Secure Project Office. When the data are being used:
- the screen must not be visible from the doorway or windows
- the door must be closed
- only individuals approved to work with these data may be in the room.

When the data are active but the individual is out of the office, the office door must be locked.