ddi for Restricted Data Contracts

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Full Service Shop

- Application for Data
- Help with IRB
- Secure environment
  - Office and computer
- Monitor contract conditions
  - Renewals
  - Reports
  - Inspections
- Contract close-out
Contracts Database

• Administrative
  ○ Users
  ○ Expiration Dates
  ○ Media

• Contract Conditions

• Security
  ○ Change over time
  ○ Multiple OS
  ○ Conditional on researcher
Restricted Data Contracts Database

Use our database to compare contracts to see if they share the same conditions; to create easy to read reports of contract conditions for your contract users; or to pick and choose conditions for a new restricted data contract.

Quick Comparison
This grid shows all contracts \( x \) all conditions. An \( x \) in the grid indicates that this contract has language relevant to that condition. Click on the \( x \) to see the contract language. Click on the Data Provider name at the column headings to get the data contract conditions in a simplified structured report. Note, go to the contracts link for the actual contracts.

Build Your Own Report
Choose which conditions you want to remind your users or yourself about; or choose which condition you want to compare across data providers.

Contracts
These are links to replicas of the contracts or letters of agreement held by researchers at the Population Studies Center. Note that the numbering system for each contract relates to the notation and language in the Quick Comparison view.

Inspections
These are links to inspection checklists. These are pretty typical of an inspection experience - maybe not all in a single visit, but over time these questions will be asked. Take a look so you can be prepared.

http://www.psc.isr.umich.edu/dis/data/restricted/rdc/
# 1. Comparison of Conditions

| Data Use                                      | ICF | CIC | HC | HCPSR | ICPSR | NASC | NAC | NCES | HRS | CMS | HRS | NSF | BLS | Add | Health | CHNS | Mellon | LA | NANS | DNORS | NISS | CA | DPH | ICPSR | UMCA | MI | JURAC | ICPSR | CPS | PSID | CMS | ITA | MDOCH | NYC | DoH | CIC |
|-----------------------------------------------|-----|-----|----|-------|-------|------|-----|------|-----|-----|-----|-----|-----|-----|------|-------|------|------|------|------|-----|-----|-------|-------|-----|-----|-------|-----|----|------|-----|-----|-------|-----|-----|
| Cannot merge new files w/o amendment         | X   |     |    |       |       |     |     |     |     |     |     |     |     |     | X    |       |     |     |     |     | X   |     |     |       |     |     |     |     |     |     |     |     |     |
| Data used for statistical purposes           | X   | X   |     |       |       |     |     |     | X   |     |     |     | X   |     |     |     |     |     | X   | X   |     |     | X    |       |     |     | X    |     |     |     |     |     |     |     |     |
| No administrative uses of data               |     |     |     | X     | X     |     |     |     | X   |     |     |     |     | X   |     |     | X    | X     |     |     | X    | X     |     |     | X    |     |     |     |     |     |     |     |     |
| No redistribution of data                    |     |     |     |       | X     | X     |     | X   |     |     |     |     |     | X   |     |     | X    | X     |     |     | X    | X     |     |     | X    |     |     |     |     |     |     |     |     |
| Only minimum necessary data                  | X   |     |     |       |       |     |     |     |     |     |     |     | X   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Stick to original research plan              |     |     |     |       |       |     |     |     |     |     |     |     |     |     | X   | X     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Training & Awareness                         |     |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Work files to be destroyed periodically      | X   |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     | X    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Inspections & Penalties                      |     |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Penalty                                       |     |     |     |       |       |     |     |     | X   |     |     |     |     |     |     |     | X    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Site inspections can/will occur              |     |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     | X    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Publication                                   |     |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Cite/acknowledge data                         |     |     |     |       |       |     |     | X   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | X    |     |     |     |     |     |     |     |     |     |     |     |     |
| Disclaimer language                           | X   |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Disclosure Requirements                       | X   | X   |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Joint ownership of publication               |     |     |     |       |       |     |     |     | X   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Make effort to publish                       |     |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| No case listings in publications             |     |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Pre-review required                           |     |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Security                                     |     |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Printouts                                    |     |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Remote Access Policy                         |     |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Work location defined                        | X   |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Legal Details                                 | X   |     |     |       |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |

- ICPSR: Inter-university Consortium for Political and Social Research
- PSID: Panel Study of Income Dynamics
- HC: Health and Retirement Study
- ICPSR: Inter-university Consortium for Political and Social Research
- NASC: National Assessment of Educational Progress
- NAC: National Assessment of Curriculum
- NCES: National Center for Education Statistics
- HRS: Health and Retirement Study
- CMS: Center for Medicare & Medicaid Services
- NSF: National Science Foundation
- BLS: Bureau of Labor Statistics
- Add: Additional
- Health: Health
- CHNS: China Health and Nutrition Survey
- Mellon: Mellon Foundation
- LA: Los Angeles
- NANS: National Assessment of Educational Progress
- DNORS: Data Network of Research Scientists
- NISS: National Institute of Statistical Sciences
- CA: California
- DPH: Department of Public Health
- ICPSR: Inter-university Consortium for Political and Social Research
- UMCA: University of Michigan Center for Applied Social Research
- MI: Michigan
- JURAC: Joint University Research on Aging Center
- ICPSR: Inter-university Consortium for Political and Social Research
- CPS: Center for Policy Studies
- PSID: Panel Study of Income Dynamics
- CMS: Center for Medicare & Medicaid Services
- ITA: Italian
- MDOCH: Medical Doctor of the Commonwealth
- NYC: New York City
- DoH: Department of Health
Build Your Own Report

Under Construction
check back soon
Contracts & Application Materials

Restricted Data Contracts

The following are replicas of the contracts and/or letters of agreement based at the Population Studies Center. Not all are currently active. When available, there is also information on the application process for them.

Be sure and come see us for help with the application process. We need to know that you have a contract to help you keep track of all the contract conditions.

Andrew W. Mellon Foundation

[Bureau of Labor Statistics (BLS)]

[Interuniversity Consortium for Political and Social Research (ICPSR)]

Typically, contracts for ICPSR data are on an archive by archive basis. The contracts are substantially the same across the archives, but an additional paragraph may change the numbering schema. PSC holds contracts for CPS, HOMA, and NAKD.

[China Health and Nutrition Survey (CHNS)]

[Health and Retirement Survey (HRS)]

[International Institute for Tropical Agriculture]

[Los Angeles Family and Neighborhood Survey (LAFANS)]

Note that these data are collected jointly by UCLA and RAND (Labor and Population), but are disseminated...
Inspection Checklists

These are links to inspection documents for two data providers. These are pretty typical of an inspection experience – maybe not all in a single inspection, but over time many of these questions will be asked. Take a look so you can be prepared.

Recall that most contracts allow for unannounced inspections. It is worthwhile to remind users of the conditions several times a year so that your site will not be caught with violations during a surprise visit.

- Bureau of Labor Statistics (BLS)
- National Center for Educational Statistics (NCES)
## 1. Comparison of Conditions

| Data Use                                | ICPSR | NACJD | PSID | HRS | NCES | CMS | NSE | BLS  | Add Health | CHNS | Mellon | LA | FANS | DNQRS | HHS | CA | DPH | ICPSR | UMCA | MI | JR&DAC | ICPSR | CPES | PSID | CMS | ITA | MOCH | NYC | DoH | CIC |
|-----------------------------------------|-------|-------|------|-----|------|-----|-----|------|------------|------|---------|----|------|-------|-----|----|-----|-------|------|    |       |     |     |      |     |     |     |     |     |     |     |     |     |
| Cannot merge new files w/o amendment   | X     | X     | X    | X   | X    | X   | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Data used for statistical purposes     | X     | X     | X    | X   | X    | X   | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| No administrative uses of data         | X     | X     | X    | X   | X    | X   | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| No redistribution of data              | X     | X     | X    | X   | X    | X   | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Only minimum necessary data            |       |       | X    | X   | X    | X   | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Stick to original research plan        |       |       | X    | X   | X    | X   | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Training & Awareness                   |       |       | X    |    | X    |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Work files to be destroyed periodically|       |       | X    |    | X    |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Inspections & Penalties                |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Penalty                                |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Site Inspections can/will occur        |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Publication                            |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Cite/acknowledge data                  |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Disclaimer language                    |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Disclosure Requirements                |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Joint ownership of publication         |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Make effort to publish                 |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| No case listings in publications       |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Pre-review required                    |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Security                               |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Printouts                              |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Remote Access Policy                   |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Work location defined                  |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Legal Details                          |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Breach                                 |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| FOIA or other legal data request       |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |
| Inadvertent Discovery                  |       |       |     |    |      |    | X   | X    | X           | X    | X       | X  | X    | X     | X   |    |     | X     |     |    |       |     |     |      |     |     |     |     |     |     |     |     |
### More conditions

#### xLegal Details

|                        | ICPSR | NACJD | PSID | HRS | NCES | CMS | CMS | HRS | NSF | BLS | Add | Health | CHNS | Mallon | LA | FANS | DNORS | NIG | CA | ICPSR | DPH | HMCA | MI | URBdoc | ICPSR | CPES | PSID | CMS | ITA | MDCH | NYC | PoH | LA | OP |
|------------------------|-------|-------|------|-----|------|-----|-----|-----|-----|-----|-----|--------|------|--------|----|------|-------|----|----|-------|-----|------|----|--------|------|------|------|-----|-----|-----|----|----|
| Breach                 |       |       |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| FOIA or other legal data request |     |      |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Inadvertent Discovery | x     | x     |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |

#### Xtras Administration

|                                                  | ICPSR | NACJD | PSID | HRS | NCES | CMS | CMS | HRS | NSF | BLS | Add | Health | CHNS | Mallon | LA | FANS | DNORS | NIG | CA | ICPSR | DPH | HMCA | MI | URBdoc | ICPSR | CPES | PSID | CMS | ITA | MDCH | NYC | PoH | LA | OP |
|--------------------------------------------------|-------|-------|------|-----|------|-----|-----|-----|-----|-----|-----|--------|------|--------|----|------|-------|----|----|-------|-----|------|----|--------|------|------|------|-----|-----|-----|----|----|
| Administrative fee for data                      | x     |       |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Affidavits                                        |       | x     |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Amendments require UM signature                  |       |       |      |     |      |     |     |     | x   | x   | x   |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Annual/progress report required                   |       | x     |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Archive work files                               |       |       |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Center Director to supervise project              |       |       |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Certificate of Confidentiality                    |       |       |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Hostage project required                          | x     |       |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Investigator requirements                        | x     | x     | x     |     | x    | x    | x    | x   | x   | x   | x   |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| IRB required                                     |       | x     |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Limit number of users on contract                |       |       |      |     |      |     |     |     |     |     |     |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Removal of Personnel on contract                 |       |       |      |     |      |     |     |     | x   | x   | x   |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Return/destroy media                             | x     | x     | x     |     | x    | x    | x    | x   | x   | x   | x   |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
| Signer has authority to bind university          |       |       |      |     |      |     |     |     | x   | x   | x   |        |      |         |    |      |       |    |    |       |     |      |    |        |      |      |      |     |     |     |    |    |
Publication: Pre-Review Required

Provider: National Center for Education Statistics

Condition: Publication: Pre-review required

Language from Contract:
IV.D.1 Licensee shall provide IRS a copy of each publication containing information based on subject data or other data product based on subject data before they are made available to individuals who have not executed an affidavit of non-disclosure.

Provider: National Science Foundation

Condition: Publication: Pre-review required

Language from Contract:
III.A.1 Principal Researcher shall provide SRS a copy of all or sufficient portions of each paper, report, or other data product containing information based on Subject Data at least forty-five (45) days prior to its submission for publication review, publication or other dissemination to anyone not listed in this License.

Detail: Allow 45 days for review. Pubs include brown bags, oral presentations, etc.

Provider: Bureau of Labor Statistics

Condition: Publication: Pre-review required

Language from Contract:
VII.M. For this NLSY Geocode LOA, in addition to any required submission under VII. L, the BLS Project Coordinator may require the submission for BLS review of any research output from the project intended for release or publication. The scope of this review will be solely to determine compliance with CIPSEA and the Privacy Act, and to ensure adherence to the confidentiality and security provisions established under Sections VII and VIII of this agreement. BLS will notify the Recipient Project Coordinator within three months of the execution of this agreement if research outputs will need to be submitted for review. However, BLS reserves the right to require submission of research outputs at any time if BLS, in its sole discretion, believes a violation of this agreement may have occurred. BLS will complete its review of outputs and notify the Recipient Project Coordinator as soon as possible, not to exceed sixty (60) days after receipt. Agents may not disseminate research outputs until BLS has completed its review and a written authorization has been provided to the Recipient Project Coordinator. The recipient and designated agents will be bound by the determinations of the BLS Project Coordinator.
Unique Conditions

- Limit number of users on contract
- Archive work files
- Make effort to publish
- Joint publication with data provider
Selective Conditions

- Certificate of Confidentiality
- Work Files to be destroyed periodically
- Hostage Projects
- Pre-review before publication
Missing Conditions

- Return/destroy media
- No redistribution of data
- Disclosure requirements
- Penalty
Use of contracts database

- Compliance
  - Administrative

- Conditions
  - Researcher Compliance & Education
  - Reports that say:
    - These are the conditions you have agreed to comply by
## 1. Comparison of Conditions

| Data Use                                                                 | ICPSR | NACJD | PSID | HRS | NCES | CMF | CMS | HRS | NSF | BLE | Add | Health | CHNS | Mellon | LA | CNANS | DNORS | HHS | CA | DPH | ICPSR | UMCA | MI | URA & DCC | ICPSR | CPES | PSID | CMS | ITA | MDCCH | NYC | DoH | CIC |
|-------------------------------------------------------------------------|-------|-------|------|-----|------|-----|-----|-----|-----|-----|-----|--------|-----|---------|----|--------|-------|-----|----|-----|-------|------|----|---------|------|------|-----|------|-----|-----|-----|
| Cannot merge new files w/o amendment                                    | x     |       | x    | x   | x    | x   | x   |     | x   |     |     | x      |     | x       | x  | x      | x    | x   | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
| Data used for statistical purposes                                      | x     |       | x    | x   | x    | x   | x   |     | x   |     |     | x      |     | x       | x  | x      | x    | x   | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
| No administrative uses of data                                          | x     |       | x    | x   | x    |     | x   |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     |     |     | x       | x    | x    | x   | x    | x   |     |     |
| No redistribution of data                                               | x     |       | x    | x   | x    | x   | x   |     | x   |     |     | x      |     | x       | x  | x      | x    | x   | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
| Only minimum necessary data                                              | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     | x   |     | x       | x    | x    | x   | x    | x   |     |     |
| Stick to original research plan                                         | x     |       | x    | x   | x    | x   | x   |     |     |     |     | x      |     | x       | x  | x      | x    | x   | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
| Training & Awareness                                                    | x     |       |     |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     |     |     | x       | x    | x    | x   | x    | x   |     |     |
| Work files to be destroyed periodically                                 | x     |       |     |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     |     |     | x       | x    | x    | x   | x    | x   |     |     |
| **Inspections & Penalties**                                              |        |       |     |     |     |     |     |     |     |     |     |        |       |     |       |     |     |     |     |     |     |       |     |     |       |     |     |     |     |     |
| Penalty                                                                 | x     |       | x    | x   | x    |     | x   |     |     | x   |     | x      |     | x       | x  | x      | x    |     | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
| Site inspections can/will occur                                         | x     |       | x    | x   | x    |     | x   |     |     | x   |     | x      |     | x       | x  | x      | x    |     | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
| **Publication**                                                         |        |       |     |     |     |     |     |     |     |     |     |        |       |     |       |     |     |     |     |     |     |       |     |     |       |     |     |     |     |     |     |
| Cite/acknowledge data                                                    | x     |       |     |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     | x   |     | x       | x    | x    | x   | x    | x   |     |     |
| Disclaimer language                                                      | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     |     |     | x       | x    | x    | x   | x    | x   |     |     |
| Disclosure Requirements                                                  | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     | x   |     | x       | x    | x    | x   | x    | x   |     |     |
| Joint ownership of publication                                           | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      | x    |     | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
| Make effort to publish                                                  | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     |     |     | x       | x    | x    | x   | x    | x   |     |     |
| No case listings in publications                                         | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      | x    |     | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
| Pre-review required                                                      | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     | x   |     | x       | x    | x    | x   | x    | x   |     |     |
| **Security**                                                            | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     | x   |     | x       | x    | x    | x   | x    | x   |     |     |
| Printouts                                                               | x     |       |     |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     | x   |     | x       | x    | x    | x   | x    | x   |     |     |
| Remote Access Policy                                                     | x     |       |     |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     | x   |     | x       | x    | x    | x   | x    | x   |     |     |
| Work location defined                                                    | x     |       |     |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      |     |     |     | x     | x   |     | x       | x    | x    | x   | x    | x   |     |     |
| **Legal Details**                                                        |        |       |     |     |     |     |     |     |     |     |     |        |       |     |       |     |     |     |     |     |     |       |     |     |       |     |     |     |     |     |     |
| Breach                                                                  | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      | x    |     | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
| FOIA or other legal data request                                        | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      | x    |     | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
| Inadvertent Discovery                                                   | x     |       | x    |     |     |     |     |     |     |     |     | x      |     | x       | x  | x      | x    |     | x  | x    | x     |     | x       | x    | x    | x   | x    | x   |     |     |
Data Contract Condition Language for:
ICPSR/National Archive of Criminal Justice Data
sorted by Category and Condition
May 29, 2011, 12:18 pm

Data Use
Cannot merge new files w/o amendment
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.
Data used for statistical 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.
No administrative uses of 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.
No redistribution of data
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.
Stick to original research plan
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.
Use of Contract Conditions

- Researcher needs penalty conditions
- Small data provider
  - Has restricted data
  - Will ICPSR boiler plate contract work or not
- IRB
- Holy Grail of common contract
  - Not likely for federal data producers
  - More likely for university-based
Administrative: Users, Expiration Dates, IRBs
### Administrative: Media

**Data Contracts**

**Contract:**

Xe/NCES/1-4-1994

<table>
<thead>
<tr>
<th>Type</th>
<th>Label/URL</th>
<th>Password</th>
<th>Date Rec</th>
<th>Date Rtn</th>
<th>Notes</th>
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</table>

**Media Notes**

High School and Beyond data come with a bundled extraction system. Thus, users need to work from the CD-ROM, rather than use loading the CD-ROM to the computer. Megan Andrew will check out the media to make her extract via the secure stand-alone computer. Once she is done, the media will be stored in the safety deposit box.
### Data Contracts

**Contract**

**Information**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Doc</th>
<th>Source</th>
<th>Notes</th>
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<td>Content of External Drive.pdf</td>
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</tbody>
</table>

**Admin**

**Media**

**Documents**

**Note:** The image shows a software interface for managing data contracts, specifically with a focus on documents related to a study or project. The table lists various documents with their respective dates and filenames.
### Administrative: Close-Out

#### Data Contracts

**Contract**

<table>
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<th>Action</th>
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<th>Notes</th>
</tr>
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<td>Closure Confirmed by Provider</td>
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<tr>
<td>CLOSE OUT</td>
<td>Hardware Returned to</td>
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</tr>
</tbody>
</table>

#### Site Inspect

- **12/1/2009**: Had a surprise site inspection. Yu Xie not available; sent pictures of media stored in safety.

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**Admin Notes**

(12/7/2009) Kristin Olson needs to continue to have her papers reviewed by NCES, even though her entire dissertation passed muster. She will do this on her own. In the past, we submitted these requests, but she is no longer on the contract.
Thoughts

- Will always be a work in progress
  - Still adding conditions
- Good contract structure
  - Put computing security conditions in an appendix
  - Allow for additional users/signers
- Be careful with disclosure requirements
  - Does data provider/enclave have the capacity to examine/monitor all output, tables, etc.
- User education & user behavior is the key to compliance