

Child Development Project Data Use Agreement

Title of Research Project: _____

The data provided under this agreement shall be held by the investigator, research staff, and receiving institution in strictest confidence and can only be disclosed in compliance with the terms of this signed agreement.

The investigator, research staff, and receiving institution agree to the following in regards to the use of Child Development Project data files for the research project listed above:

1. The data will be used solely for statistical analyses and that no attempt will be made to identify specific individuals, families, households, schools, or institutions, nor will any listing of data at the individual, family, or school level be published or otherwise distributed.
2. If the identity of any person, family, household, school, or institution should be discovered inadvertently, then
 - a. no use will be made of this information, nor will it be shared with anyone else;
 - b. one of the Principal Investigators of the Child Development Project will be notified immediately of the incident; and
 - c. the identifying information will be safeguarded or destroyed as requested by the Child Development Project.
3. To avoid inadvertent disclosure of persons, families, households, or schools through deductive disclosure, the following precautions will be taken when releasing statistics derived from the data set:
 - In no table should a single cell contain all cases in any row or column.
 - In no case should the total figure for row or column of a cross-tabulation be fewer than three.
 - In no case should a quantity figure be based upon fewer than three cases.
 - In no case should a quantity figure be published if one case contributes more than fifty percent of the amount.
 - In no case should data on an identifiable case, nor any of the kinds of data listed above, be derivable through calculation from the combination of tables released.
 - Data released should never permit disclosure when used in combination with other known data.
4. All research staff for the project will be identified in the Additional Research Staff Agreement.
5. Only the persons identified in the data agreement as investigator or research staff will have access to the contents of the data files, including derived data files.

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6. Full compliance with the approved Sensitive Data Security Plan will be maintained by the investigator and all research staff.
7. Signed Security Pledges for the investigator and all research staff identified in the Additional Research Staff Agreement will be provided.
8. Investigator will submit a copy of the document, signed by the receiving institution's Institutional Review Board, approving the research project, acknowledging the risks of deductive disclosure that require special procedures for handling Child Development Project data, and approving the procedures for the secure use and storage of the data as agreed in the Sensitive Data Security Plan.
9. The investigator and research staff will respond promptly and in writing to inquiries from the Child Development Project Data Center regarding compliance with this agreement or the expected date of completion of the research.
10. The following statement will be included in all written reports or publications:

This research is based on data from the Child Development Project, supported by grants MH56961, MH57024, and MH57095 from the National Institute of Mental Health, HD30572 from the Eunice Kennedy Shriver National Institute of Child Health and Human Development, and DA016903 from the National Institute on Drug Abuse. This study was designed by, in alphabetical order, John Bates, Indiana University Bloomington; Kenneth A. Dodge, Duke University; and Gregory S. Pettit, Auburn University.

11. Copyright restrictions in the use of documentation from the Child Development Project Data Archive will be followed.

This documentation provides the information needed by researchers to understand the purpose of the measure used to create the dataset, the meaning of individual items and derived variables, response codes, and any other basic descriptors. While not a facsimile of the instrument used to collect the data, the documentation provides a considerable amount of information regarding its content. This information must not be reproduced or distributed; it is to be used solely for purposes specifically relevant to the interpretation of Child Development Project data requested by the investigator for the approved project.
12. All electronic and paper files will be destroyed on the date specified within this data use agreement. This date will likely depend, in part, upon the complexity of the project, the professional societies and journals to whom the data will be reported, and the data retention policy of the institution with which the investigator is associated.
13. Provide annual reports to the Child Development Project Data Center, which include:
 - a. copy of the annual IRB approval for the project

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- b. a listing of public presentations at professional meetings using results based on the data, and
 - c. copies of papers accepted for publication using these data, with complete citations.
14. In the event that the investigator changes institutional affiliation during the period covered by this contract, the investigator will take the following actions:
- a. Inform the Child Development Project Data Center prior to relocation,
 - b. Resubmit a data security plan and obtain signed IRB approval from the new institution.
 - c. Provide assurance that all data files are removed from the original site.
15. Research subjects who participated in the Child Development Project are protected by a certificate of confidentiality issued by the Department of Health and Human Services in accordance with section 301(d) of the Public Health Service Act 42 U.S.C. 241(d). Under the terms of this agreement, the Confidentiality Certificate applies to the receiving institution, investigator, and research staff as “contractors or cooperating agencies;” as such, they are “authorized to protect the privacy of the individuals who are the subjects of the Child Development Project by withholding their identifying characteristics from all persons not connected with the conduct of the research.” “Identifying characteristics” are considered to include all those data defined as sensitive under the terms of this agreement.
16. That the receiving institution will treat allegations, by Child Development Project or other parties, of violations of the confidentiality provisions in this agreement as allegations of violations of its policies and procedures on scientific integrity and misconduct. If the allegations are confirmed, the receiving institution will treat the violations as it would violations of the explicit terms of its policies on scientific integrity and misconduct.

Obligations of the Child Development Project

The Child Development Project will promptly respond to inquiries regarding use of the restricted data, and encourage interested persons to submit a preliminary description of the research plan. Applications for data use, requiring submission of a data use agreement under the provisions outlined above, will be reviewed and processed within a month of receipt of the completed application.

The data files requested by the investigator will be provided within one month of the execution of the data use agreement. The data and corresponding documentation will be provided via a secure folder on Duke Box to which only the investigator and research staff will have access.

As long as the Child Development Project is supported by a federal research grant, the Data Center will provide limited telephone and email consultation to the investigator and/or research staff as to the origins, structure, and general content of the data files sent. Further consultation with Data Center staff as to techniques for data management or analysis will be available for an additional fee.

Incorporation by Reference

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The parties agree that the following documents are incorporated into this agreement by reference:

- a. The Sensitive Data Security Plan proposed by the investigator and approved by the Child Development Project staff.
- b. A copy of the IRB approval of the research project, taking into special consideration deductive disclosure risks, at the expedited or full level of review.

Investigator (including title): _____

Receiving Institution: _____

Date Data will be Destroyed: _____

Signature: _____

Date: _____