



NATIONAL DATA ARCHIVE ON NDACAN CHILD ABUSE AND NEGLECT

Terms of Use Agreement

INSTRUCTIONS: Please fill out this form electronically and save it to your computer. Rename the PDF with your LastName FirstName and the date in yyyy-mm-dd format (e.g., "Doe Jane 2020-03-31.pdf"). Email the form as an attachment to NDACAN@cornell.edu and write "Data Order" in the subject line. If you are ordering multiple datasets, you may list them on this form without having to submit separate forms for each dataset. **NOTE:** Before receiving the Research Data, you must submit your complete contact information on our on-line web form through this link: <https://www.ndacan.acf.hhs.gov/about/about-join-our-mailing-list.cfm>.

This Agreement is between the National Data Archive on Child Abuse and Neglect (NDACAN) and **the person requesting and receiving Research Data from NDACAN**, hereinafter termed "the User."

Section I. Terms of Agreement

(1) The User requests the Research Data for this purpose:

Description of why the User is requesting the data and the purpose and how it will be used (i.e., project, study, legal proceeding, etc.):

(2) NDACAN agrees to provide the User with the Research Data listed in Section II below.

(3) The User agrees to use the Research Data only for purposes that support the User's task defined in Section I.1 above. The User also agrees to ensure the integrity, security, and confidentiality of the Research Data by complying with the terms of this Agreement and applicable law, including the Privacy Act of 1974 (5 U.S.C. 552a).

(4) This Agreement addresses the conditions under which NDACAN will provide, and the User will obtain, use, reuse, and disclose the Research Data specified in Section II and/or any derivative file(s) that contain direct identifiers or elements that can be used in concert with other information to identify individuals.

(5) The terms of this Agreement can be changed only by a written modification to this Agreement or by the Parties adopting a new Agreement. The Parties agree further that instructions or interpretations issued to the User concerning this Agreement or the Research Data specified herein, shall not be valid unless issued in writing by a NDACAN representative.

(6) The Parties mutually agree that the User does not obtain any right, title, copyright, or interest in any of the Research Data furnished by NDACAN.

(7) The User agrees not to disclose, use or reuse, or change the Research Data covered by this Agreement except as specified in this Agreement or except as NDACAN shall authorize in

writing. The User affirms that the Research Data is the minimum necessary to achieve the purposes stated in this section. The User agrees that they will not make additional copies of the Research Data beyond what is necessary to store and work with the Research Data.

Section II. Research Data to be Delivered by NDACAN to the User

The following Research Data is covered under this Agreement:

Dataset Title(s):

Dataset Number(s):

Section III. NDACAN Responsibilities

- (1) NDACAN will provide the Research Data listed in Section II to the User through a secure data delivery method protocol. Using Cornell University’s enterprise-level subscription, NDACAN will create a temporary folder on Box.com for the User to download the data within 10 calendar days. NDACAN will designate one employee as the point of contact for technical matters involved with delivering the data.
 - (a) If the User requests an alternative delivery method, they must submit their request with supporting documentation of security protocols. Alternative measures will be reviewed by the Children’s Bureau in conjunction with the Administration on Children, Youth and Families Office of the Chief Information Officer (OCIO).
- (2) NDACAN does not authorize the User to share the Research Data with others without prior NDACAN approval and a Terms of Use Agreement from identified recipients.
- (3) NDACAN will provide technical assistance to assist the User with issues such as importing the data to an analysis program, clarification of variable labels, or problems with the data as delivered. NDACAN staff cannot, however, replace the role of a statistical analyst or a faculty advisor. The User may email their support requests to NDACANsupport@cornell.edu and an NDACAN analyst who is familiar with the dataset will respond.
- (4) Non-routine requests (e.g. custom data extracts, custom code for statistics routines, etc.) submitted by a User to NDACAN will be reviewed on a case-by-case basis by the NDACAN Director and/or by the Children’s Bureau and at its discretion may be filled, partially filled, or deemed outside the scope of NDACAN’s service. NDACAN will provide an explanation of the decision to the User, and will inform the User of the option to submit another request.

Section IV. User’s Responsibilities

- (1) The User will receive and securely store the Research Data provided by NDACAN.
 - (a) The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or

access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security requirements established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III--Security of Federal Automated Information Systems as well as Federal Information Processing Standard 200 entitled "Minimum Security Requirements for Federal Information and Information Systems" (<http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf>); and, National Institute of Standards and Technology Special Publication 800-53 "Recommended Security Controls for Federal Information Systems" (<https://web.nvd.nist.gov/view/800-53/home>).

- (b) The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the file(s), if any, specified in Section I is prohibited.
- (2) The User agrees to supply updated information about the User's computing setup to representatives of NDACAN on request for the purpose of confirming compliance with the terms of this Agreement.
- (3) No Research Data will be transferred or shared by User to any other individual or organization without the expressed written permission of NDACAN.
- (4) The User hereby acknowledges that criminal penalties under §1106(a) of the Social Security Act (42 U.S.C. § 1306(a)), including a fine not exceeding \$10,000 or imprisonment not exceeding 5 years, or both, may apply to disclosures of information that are covered by § 1106 and that are not authorized by regulation or by Federal law. The User further acknowledges that criminal penalties under the Privacy Act (5 U.S.C. § 552a(i) (3)) may apply if it is determined that the Requestor or Custodian, or any individual employed or affiliated therewith, knowingly and willfully obtained the file(s) under false pretenses. Any person found to have violated sec. (i)(3) of the Privacy Act shall be guilty of a misdemeanor and fined not more than \$5,000. Finally, the User acknowledges that criminal penalties may be imposed under 18 U.S.C. § 641 if it is determined that the User, or any individual employed or affiliated therewith, has taken or converted to his own use data file(s), or received the file(s) knowing that they were stolen or converted. Under such circumstances, they shall be fined under Title 18 or imprisoned not more than 10 years, or both; but if the value of such property does not exceed the sum of \$1,000, they shall be fined under Title 18 or imprisoned not more than one year, or both.
- (5) The User agrees that in the event NDACAN determines or has a reasonable belief that the User have made or may have made a use, reuse or disclosure of the aforesaid file(s) that is not authorized by this Agreement or another written NDACAN authorization then NDACAN, at its sole discretion, may require the User to: (a) promptly investigate and report to the NDACAN CORs User's determinations regarding any alleged or actual unauthorized use, reuse or disclosure (b) promptly resolve any problems identified by the investigation; (c) if requested by NDACAN, submit a formal response to an allegation of unauthorized use, reuse or disclosure; (d) if requested by NDACAN, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and (e) if requested by NDACAN, return data files to NDACAN or destroy the data files it received from NDACAN under this Agreement. The User understands that as a result of NDACAN's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, NDACAN may refuse to release further Research Data to the User for a period of time to be determined by NDACAN.
- (6) The User will make no attempt to identify Research Subjects in the Data.
- (7) If the identity of any Research Subject is discovered inadvertently, no use will be made of this knowledge; the User will advise NDACAN of the discovery; the identifying information will be

safeguarded or destroyed as directed by NDACAN; and no one else will be informed of the discovered identity.

In case of any breach of personally identifiable information (PII) from the NDACAN Research Data, loss of these data, or disclosure to any unauthorized persons, the User agrees to report the matter to the NDACAN by telephone (607-255-7799) and email (NDACAN@cornell.edu) notification immediately and to cooperate fully in the federal security incident process. NDACAN will notify the NDACAN CORs, Cara Kelly (cara.kelly@acf.hhs.gov), Malcolm Hale (Malcolm.Hale@acf.hhs.gov), and Tammy White (Tammy.White@acf.hhs.gov). The User shall bear the cost and liability for any breaches of the data file(s) while they are entrusted to the User.

- (8) The User will use the Research Data in a manner that is consistent with the work described in Section I.1.
- (9) The User will acknowledge both NDACAN and the original collectors of the Data in all books, articles, conference papers, theses, dissertations, reports, or other publications that employ the Research Data or other resources provided by NDACAN. The User will include the following acknowledgement text template:

"The data used in this publication, [Dataset #, Dataset Title(s)], were obtained from the National Data Archive on Child Abuse and Neglect and have been used in accordance with its Terms of Use Agreement license. The Administration on Children, Youth and Families, the Children's Bureau, the original dataset collection personnel or funding source, NDACAN, Cornell University and their agents or employees bear no responsibility for the analyses or interpretations presented here."

- (10) The User will submit citations of published work using Research Data to NDACAN for inclusion in a database of publications generated from data at NDACAN.
- (11) Disclaimer: The original collector of the Research Data, NDACAN, Cornell University, and the agency that funded the research bear no responsibility for use of the data or for interpretations or inferences based upon such uses.

Section V. Ownership of Data and Work Products

- (1) Recipients agree that the Research Data provided through this Agreement (and any derivative file(s)) are the sole property of NDACAN and/or the Children's Bureau and shall be used as set forth in this Agreement. The User understands and agree that they may not reuse original or derivative data file(s) for purposes not described in Section I.1 of this Agreement without prior written approval from NDACAN.
- (2) Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, graphics, software or other outputs and results developed in the course of this Agreement, together with all patent, copyright, trade secret or other intellectual property or proprietary rights (collectively, the "Developed Works") shall become the property of the User.
- (3) NDACAN and/or the Children's Bureau reserves the right to review and comment on any Developed Works completed as a result of the delivery of data by NDACAN to the User.

Section VI. Terms

- (1) This Agreement shall become effective upon the date on which NDACAN delivers the data to the User, and will remain in force until terminated by NDACAN or by the User.
- (2) This Agreement may be terminated by either of the Parties upon five (5) days written notice to the other Parties.
- (3) Upon termination of this Agreement, Data received pursuant to this Agreement (and any derivative file(s)) shall be disposed of unless another Agreement with NDACAN authorizes its continued use. Disposal means the secure erasure of the Research Data using a secure erasing program such as “Eraser” (<https://eraser.heidi.ie>). The User agrees to send written certification of the disposal of all data files to NDACAN within 24 hours of the Agreement’s termination.
- (4) This Agreement must be formally reviewed whenever a Federal statute is enacted that materially affects the substance of this Agreement. The result of the review will be a decision agreed upon by the Parties to continue this Agreement unchanged, amend this Agreement, or cancel this Agreement. Any amendments to this Agreement will require the review and approval by authorized officials at NDACAN and/or the Children’s Bureau and the User, or their designees.

Section VII. Notices

Any notices to be given under this Agreement shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; or (ii) the date of electronic transmission. Section IX includes the list of primary points of contact for this Agreement.

Section VIII. Amendments

This Agreement may be modified or amended with the consent of the Parties at any time during its term. Amendments to this Agreement shall be in writing and signed by the Parties.

Section IX. Definitions

- (1) **The User:** The person who serves as the primary point of contact for all communications involving this Agreement. The User is the person primarily responsible for analysis and other use of Research Data obtained through this Agreement. The User must have a research-related affiliation with an institution or be granted an exception from NDACAN, when allowed by NDACAN procedures. Undergraduate students may serve as Investigators if a faculty advisor co-signs this document.
- (2) **Institution:** An organization or business that is registered as a legal entity.
- (3) **NDACAN:** The National Data Archive on Child Abuse and Neglect at Cornell University acting on behalf of the Children’s Bureau, Administration on Children, Youth and Families, U.S. Department of Health and Human Services.
 - (a) **Research Data:** The original data provided by NDACAN and any variables derived from the original data. Data resulting from merges or matches to the original or derived variables are included in this definition. Aggregated statistical summaries of data and analyses, such as tables and regression statistics, are not considered "derived data" for the purposes of this Agreement.
 - (b) **Research Subject:** A person, family, household, or organization observed for purposes of research and to whom a promise of confidentiality has been given. A Research Subject includes any person providing information to a study or on whose behalf a proxy provides information.
 - (c) **Statistical Purposes:** The description, estimation, or analysis of the characteristics of groups, without identifying the individuals that comprise such groups; and includes the

development, implementation, or maintenance of methods, technical or administrative procedures, or information resources that support the aforementioned purposes.

Section IX. Points of Contact

For assistance with data file shipment issues please contact: Andres Arroyo, NDACAN Archiving Assistant, NDACAN@cornell.edu, phone 607-255-7799.

If you need help loading the data or have questions about the contents of the dataset, please email NDACANSupport@cornell.edu and a staff person will contact you. In addition, the [User Support section of the NDACAN website](#) contains help documents and videos.

Section X. User Signature

Signature of the Investigator:

I certify that all information that has been submitted in association with this request for the Research Data is truthful. Furthermore, I acknowledge that I am legally bound by the covenants and terms of this Agreement.

User's Signature: I understand this to serve as my legal signature (check the box):

Date: _____

User's Name: _____

User's Title: _____

User's Institution: _____

User's Institution Website: _____

User's Email: _____

Signature of the Faculty Advisor (only required if the User listed above is an Undergraduate Student):

I certify that I have reviewed with the Undergraduate Student listed above the requirements of this Agreement and the research policies of our Institution.

Faculty Advisor's Signature: I understand this to serve as my legal signature (check the box):

Date: _____

Faculty Advisor's Name: _____

Faculty Advisor's Title: _____

Faculty Advisory's Institution: _____

Faculty Advisory's Institution Website: _____

Faculty Advisor's Email: _____