

# Confidentiality Agreement for Use of IPUMS International Research Data Enclave

## I. Definitions

- A. “Data Enclave” is the virtual computing environment through which IPUMS International provides remote access to Restricted Data.
- B. “Investigator” is the person primarily responsible for analysis of the data accessed through the Data Enclave.
- C. “Research Collaborators” are all persons other than the Investigator who will have access to the Data Enclave.
- D. “Institution” is the university or research institution of which the Investigator is a faculty member, affiliate, or employee.
- E. “Restricted Data” consist of information containing Confidential Data, or for which the risk of Deductive Disclosure is deemed too great to allow free public dissemination, and which can only be accessed through the Data Enclave in accordance with this Agreement.
- F. “Confidential Data” consist of identifiable private information, linkable to a specific individual either directly or indirectly, for which the individual (whether a person or organization) has the expectation that the information will not be released in a manner that allows public identification of the individual or causes some harm to the individual.
- G. “Private Person” means any individual (including an individual acting in his or her 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. “IPUMS” is the Integrated Public-Use Microdata Series project at the University of Minnesota.
- I. “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.

## **II. Description of Disclosure Risk**

Deductive Disclosure of an individual's identity from research data is a major concern of federal agencies, researchers, and Institutional Review Boards. If a person is known to have participated in ANY survey or study or is known to be included in 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 access to 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 Investigator**

The Investigator must meet the following criteria:

- A. Have a PhD or other terminal degree; and
- B. Hold a faculty appointment or research position at Institution.

## **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 IPUMS**

In consideration of the promises made in Section VI of this Agreement, IPUMS agrees to:

- A. Provide access, through the Data Enclave, to the Restricted Data requested by the Investigator within a reasonable time of execution of this Agreement by appropriate IPUMS officials.

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- B. Provide electronic documentation of the origins, form, and general content of the Restricted Data requested by the Investigator, in the same time period as the Restricted Data.

**IPUMS makes no representation 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 Restricted Data will not infringe on 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 Confidential Data.

### **VI. Obligations of Investigator, Research Collaborators, and Institution**

Confidential Data provided under this Agreement shall be held by the Investigator, Research Staff, 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 Restricted Data from IPUMS, the Investigator, Research Collaborators, and Institution agree:

- A. That the Restricted Data will be used solely for research or statistical purposes relative to the research project identified on the Application to Use Restricted Data accompanying this Agreement, and for no other purpose whatsoever without the prior consent of IPUMS. Further, no attempt will be made to identify Private Person(s), 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. That no persons other than those identified in this Agreement or in subsequent amendments to this Agreement as Investigator or Research Collaborators, and who have executed this Agreement, be permitted to access the Data Enclave or observe the Investigator or Research Collaborators while they access the Data Enclave.
- C. That no persons other than those identified in this Agreement or in subsequent amendments to this Agreement as Investigator or Research Collaborators, and who have executed this Agreement, be given the login name and/or password for access to the Data Enclave.
- D. 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

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Agreement, the unauthorized or inconsistent access, use, or disclosure of Confidential Data will be reported in writing to IPUMS.

- E. That, unless prior specific approval is received from IPUMS, 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 IPUMS.
- F. To avoid inadvertent disclosure of Private Persons by being knowledgeable about what factors constitute disclosure risk and by using disclosure risk guidelines **[ICPSR agreements list ~13 guidelines here, with the disclaimer “guidelines, such as but not limited to, ...”]**.
- G. That if the identity of any Private Person should be discovered, then:
  - 1. No use will be made of this knowledge;
  - 2. IPUMS will be advised of this 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 IPUMS; and
  - 4. No one else will be informed of the discovered identity.
- H. To ensure that the Restricted Data are used only in compliance with the terms and conditions of this Agreement and with all applicable statutes and regulations. Noncompliance with this Agreement by any Research Collaborators shall be deemed noncompliance and a breach by the Investigator and the Institution for purposes of section VII below.
- I. To notify IPUMS of a change in institutional affiliation of the Investigator. Notification must be in writing and must be received by IPUMS at least six (6) weeks prior to the Investigator’s last day of employment with the Institution. The Investigator’s separation from the Institution terminates this Agreement. The Investigator may reapply for access to Restricted Data as an employee of his or her new institution.
- J. That any books, articles, conference papers, theses, dissertations, reports, or other publications that employed the Restricted Data or other resources provided by IPUMS reference the IPUMS International Research Data Enclave as the source of the data.

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- K. That use of the Restricted Data and any Confidential Data therein will be consistent with the Institution's policies regarding scientific integrity and human subjects research.
- L. To respond fully and in writing within ten (10) business days after receipt of any written inquiry from IPUMS regarding compliance with this Agreement.

### **VII. Violations of this Agreement**

- A. The Institution will treat allegations by IPUMS or other parties of violations of this Agreement as allegations of violations of its own 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 the 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. The Investigator and the Institution hereby acknowledge that any breach of the confidentiality provisions herein may result in irreparable harm to IPUMS, not adequately compensable by money damages. The Investigator and the Institution hereby acknowledge the possibility of injunctive relief in the event of breach, in addition to money damages. In addition, IPUMS may:
  - 1. Terminate this Agreement upon notice and suspend the Investigator's access to the Data Enclave;
  - 2. Deny the Investigator future access to the Data Enclave; 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. The Institution agrees, to the extent permitted under the law, to indemnify, defend, and hold harmless The University of Minnesota, IPUMS, 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 the Investigator's, the Research Collaborators', and/or the Institutions acts, omissions, or breaches of this Agreement.

### **VIII. Incorporation by Reference**

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

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- A. The application information entered on the Application to Use Restricted Data.

### **IX. Miscellaneous**

- A. This agreement shall be effective for [24 months] from execution.
- B. The respective rights and obligations of IPUMS and the Investigator, the Research Collaborators, and the Institution pursuant to this Agreement shall survive termination of the Agreement.
- C. This Agreement may be amended or modified only by the mutual written consent of the authorized representatives of IPUMS and the Investigator and Institution. Amendments or modifications to the Investigator's research project, including addition of new Research Collaborators, can be made only by submitting such amendments or modifications in writing to IPUMS and receiving written approval from the authorized representatives of IPUMS. This Agreement may be extended only by submitting an extension request in writing to IPUMS and receiving written approval from the authorized representatives of IPUMS. The Investigator and Institution agree to amend this Agreement to the extent necessary for IPUMS to comply with the requirements of any applicable regulatory authority.
- D. 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.
- E. The obligations of the Investigator, Research Collaborators, and Institution set forth within this Agreement may not be assigned or otherwise transferred without the express written consent of IPUMS.

## **Pledge of Confidentiality for use of the IPUMS International Research Data Enclave**

I have read the *Confidentiality Agreement for Use of IPUMS International Research Data Enclave*, and I agree to the terms contained therein.

By virtue of my affiliation with this research project, I have access to Confidential Data through the IPUMS International Research Data Enclave (IRDE). I understand that access to this Confidential Data carries with it a responsibility to guard against unauthorized use and to abide by the Confidentiality Agreement. To treat information as confidential means to not divulge it to anyone who is not a party to the Confidentiality Agreement, or cause it to be accessible to anyone who is not a party to that Agreement.

I agree to fulfill my responsibilities on this research project in accordance with the following guidelines:

1. I agree not to permit Confidential Data access to anyone not a party to the Confidentiality Agreement.
2. I agree not to share results derived from the Confidential Data accessed through the IRDE with anyone not a party to the Confidentiality Agreement, unless those results have been approved for release by IPUMS IRDE staff.
3. I agree not to share my IRDE login information with anyone, including other approved users on this project.
4. I agree to not attempt to identify Private Persons, as defined in the Confidentiality Agreement.
5. I agree that in the event an identity of any Private Person is discovered inadvertently, I will (a) make no use of this knowledge, (b) report the incident to IPUMS IRDE staff, (c) safeguard or destroy the information after consultation with IPUMS IRDE staff, and (d) not inform any other person of the discovered identity.

Project Title \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_