

**AGREEMENT FOR USE OF LINKAGE RESTRICTED
DATA FROM THE
REGENTS OF THE
UNIVERSITY OF MICHIGAN
ON BEHALF OF THE
PANEL STUDY OF INCOME DYNAMICS**

I. Definitions

A. "Acceptable Use Policy" or "AUP" is a list of terms and conditions that user's agree to abide by when accessing the PSID restricted data.

B. "Data Security Plan" or "DSP" or "Virtual Desktop Infrastructure" (VDI) is a form detailing the user's workstation/work area/computer device when accessing the PSID restricted data.

C. "Investigator" is the person primarily responsible for analysis and other use of Restricted Data from the Panel Study of Income Dynamics and are not considered a party to this Agreement.

D. "IRB" is an Institutional Review Board, Ethical Review Board, or Ethics Committee that applies research ethics by reviewing the methods proposed for research to ensure that the methods are ethical.

E. "Panel Study of Income Dynamics" or "PSID" is the research program by that name in the Survey Research Center, Institute for Social Research, University of Michigan and are not a party to this Contract.

F. "Pledge of Confidentiality" is a form each user signs pledging to strictly safeguard Respondent confidentiality when accessing the PSID restricted data.

G. "Receiving Institution" is the university or research institution at which the Investigator will conduct research using Restricted Data from the PSID and are a party to this Agreement.

H. "Representative of the Receiving Institution" is a person authorized to enter into Contracts on behalf of the Receiving Institution.

I. "Research Plan" is a brief research proposal explaining the goals of the research project that will utilize PSID Restricted Data.

J. "Research Staff" are all persons, who are employees of the Receiving Institution, excluding the Investigator, who will have access to Restricted Data from the PSID and are not considered a party to this Agreement.

K. "Restricted Data" and/or "Data File" includes any potentially identifying or sensitive data or links to administrative data.

L. "NIA Data LINKAGE Program (LINKAGE)" is a secure and remotely accessible statistical analysis environment that meets federal data security requirements for protecting personally identifiable and private health information.

II. Undertakings of the University of Michigan PSID

In consideration of the promises made in Sections III. and IV. below, and receipt of the monies noted in Section III.H. the Regents of the University of Michigan agrees:

A. To provide access to the Data Files requested by the Investigator and any Research Staff under the direct control and supervision of the Investigator in accordance with the Data Request Form received from the Investigator.

B. To provide written documentation of the origins, form and general content of the Data Files provided to the Investigator.

C. To provide up to four (4) hours of telephone consultation to the Investigator and/or Research Staff, as to the origins, form, and general content of the Data Files, and as to preferred techniques for data management of those files.

D. To store in secure locations, and make available to Investigator, all Data Files requested by the Investigator pursuant to Section III.K. below, for a period of ten (10) years following the date of full execution of this Contract.

E. To provide access to the Investigator any Data Files **not** containing Restricted Data, received from the Investigator and stored in accordance with Section II.D. above, upon receipt of a written request from the Investigator for such Data Files.

F. To give access to the Investigator any Data Files containing Restricted Data, stored in accordance with Section II.D. above, after approval by the PSID of a written request from the Investigator for additional analyses. A written decision on the request will be provided either approving or denying the request, or specifying modifications that will lead to approval of the request.

III. Undertakings of the Investigator, the Co-Investigator, and the Receiving Institution

In consideration of the promises in Section II above, and for use of Data Files from the Panel Study of Income Dynamics, the Receiving Institution on behalf of the Investigator and Research Staff agrees:

A. That the Data Files will be used solely for the purposes specified in the Research Plan previously approved by the PSID.

B. That the Data Files will be used solely for statistical analyses, and that no attempt will be made to identify specific individuals, families, households, employers, or institutions; nor will any listing of data at the individual or family level be published or otherwise distributed or transcribed. Receiving Institution, Investigator, and Research Staff agree to promptly notify the PSID if an individual, family, household, employer, or institution is inadvertently identified or a technique for doing so is discovered.

C. That Receiving Institution will use its reasonable efforts to ensure that no persons other than those identified in this Contract, or in subsequent amendments to this Contract, as Investigator or Research Staff, will be permitted access to the contents of Data Files or any files derived from Data Files.

D. That Receiving Institution will promptly notify the PSID of the need to provide access to Data Files to individuals who are **not** Research Staff of the Receiving Institution, as defined in section I.G., above or to collaborating institutions and agrees that the PSID may require prior to the distribution of any Data Files such persons to agree in writing as parties to the terms of a separate **CONTRACT FOR USE OF RESTRICTED DATA and any other applicable forms**.

E. To comply fully with the Acceptable Use Policy and the Data Security Plan previously approved by the PSID.

F. That the Receiving Institution has reviewed and approved the research proposal summarized in the Research Plan under its human subjects review policies and procedures, and that a copy of the approval document has been provided to the PSID. Furthermore, Receiving Institution represents that it will maintain approval under its human subject review policies and procedures for the entire time that the Data Files are in use.

G. That the Receiving Institution, when they wish to terminate the contract, will provide a written statement to PSID making this request.

H. That a non-refundable fee of \$750, to "**University of Michigan**", has been provided to the PSID to cover expenses of producing and granting access to Data Files and documentation, of consulting, and administering this
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Contract.

I. To respond fully and in writing within ten (10) working days after receipt of any written inquiry from the PSID regarding compliance with this Contract or the expected date of completion of work with the Data Files and any data derived therefrom.

J. To include in each written report or other publication based on analysis of Data Files from the Panel Study of Income Dynamics, the following statement:

*"Some of the data used in this analysis are derived from Restricted Data Files of the PSID, obtained under special contractual arrangements designed to protect the anonymity of respondents. These data are **not** available from the authors. Persons interested in obtaining PSID Restricted Data Files should contact PSIDHelp@umich.edu."*

K. To supply the PSID with a Data Request Form specifying which files are desired.

IV. Other Terms and Conditions:

- A. Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. The Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement:
- B. If the Regents of the University of Michigan determines that this Contract has been violated, it may, in its sole reasonable discretion:
 - a. Terminate the contract.
 - b. Prohibit any of the signatories of this Contract, and of any Supplemental Contracts with Research Staff, from obtaining access to any current and or future Data Files.
 - c. Report the violation(s) to the Receiving Institution's office responsible for conduct violations or the safeguard of confidential information.
 - d. Seek such other remedies as may be available to it under law or in equity.
- C. The Receiving Institution certifies it has and will maintain during the term of this Contract liability and other insurance sufficient to cover their activities and obligations hereunder, including liability resulting from breach of this Contract. Receiving Institution shall, upon request, supply evidence of such insurance coverage to the Regents of the University of Michigan and/or PSID.

V. Incorporation by Reference

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

- A. The Research Plan proposed by the Investigator and approved by the Panel Study of Income Dynamics.
- B. A CV from each person working on the project.
- C. The Pledge of Confidentiality, Acceptable Use Policy and Data Security Plan proposed by the Investigator and approved by the Panel Study of Income Dynamics.
- D. The project IRB – either full or expedited review - approved by the Panel Study of Income Dynamics.
- E. The Data Request Form completed by the Investigator.

**REPRESENTATIVE OF THE
RECEIVING INSTITUTION:**

Signature

Typed Name

Title

Building Address

Street Address

City ST Zip

Read and Acknowledged

INVESTIGATOR:

Investigator Signature Date

Typed Name Institution Affiliation

**THE REGENTS OF THE
UNIVERSITY OF MICHIGAN:**

Signature

Date

Typed Name