Agreement for the Use of Data from the NCERDC

I. Requirement of Investigators and Receiving Institutions

NCERDC data are released only for research use. Therefore, investigators must have their primary affiliation with an institution that meets the criteria outlined below in order to be considered eligible to receive NCERDC data.

A. Receiving institutions must:

- Be an institution of higher education or a research organization (nonprofit), or a government agency located within the United States;
- Have a demonstrated record of using sensitive data according to commonly accepted standards of research ethics; and
- Have an established Institutional Review Board/Human Subjects Review Committee or equivalent institution-level body to review research proposals using sensitive data.

B. Doctoral students:
As part of its mission, the Data Center will provide data to students for doctoral dissertation research. These researchers must:

- Be enrolled in a doctoral program at an eligible institution;
- Submit a proposal and complete all steps indicated in the Data Use Agreement;
- Have a faculty member sponsor that proposal by writing a letter of support, indicating that the faculty member assumes responsibility for data security as stated in the Data Use Agreement; and
- Due to resource constraints, students may have access only to existing datasets. The Data Center will not customize data for dissertation research.

II. Research Proposal

Applicants must provide to the Data Center a written description of the research project including: an abstract, research questions, primary methodology, categories of variables to be used, and plans for use of the results of the research, including plans for publication. The research plan should specify the time frame for analysis of the data, as well as the benefits to the Data Center (See Procedures for Obtaining Data for guidance). If the project requires labor from the Data Center beyond providing existing data sets (e.g., creating customized data sets), these activities must be described and justified in the proposal. Most proposals are 5-10 pages long. The abstract (approx. 250 words) should include the title of the project, names of investigators, and funding source (or proposed funding source). The abstract should state the goals of the project and the Data Center’s role in meeting those goals. Proposals should include the data request form.
III. Data Security Plan

Potential investigators should submit a Data Security Plan to the Data Center, outlining the measures that will be taken to ensure that no persons, other than those authorized by the signed agreement, can have access to the contents of the NCERDC data files. This data protection plan applies to the data files supplied by the NCERDC, as well as any copies made by the research team, and any new data derived from the restricted data. “Derived data” include subsets of cases or variables, as well as numerical or other transformations of variables from the original data.

The plan also should include a discussion of the computing environment in which the data will be managed, analyzed, stored, and transmitted among research team members. The investigators must address in detail the security measures that will be implemented for protection of these restricted data. Specific guidelines for preparing the Data Security Plan are outlined in a separate document. A sample data security plan also is provided.

IV. Institutional Review Board Approval

NCERDC requires that the investigator submit a copy of the document, signed by the receiving institution’s Institutional Review Board, approving the research project and acknowledging that these data require human subjects protection. Although research using NCERDC data does not involve interaction with human subjects, the level of detail of these data and the Data Center’s strict compliance with FERPA regulations require that we secure institutional commitment to safeguarding confidentiality of these data files. Therefore, a certificate of IRB exemption from review is not sufficient to meet this requirement (an expedited level of review is acceptable). The IRB also must approve the procedures for the secure use and storage of the data described in the researcher’s Data Security Plan.

V. Data Use Agreement

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 the signed agreement. For use of NCERDC data files, the investigator, research staff, and receiving institution agree:

- That 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.
- That, if the identity of any individual should be discovered inadvertently, then (1) no use will be made of this information, nor will it be shared with anyone else; (2) the identifying information will be safeguarded or destroyed.
- To avoid inadvertent disclosure of individual identities by taking the following precautions in the release of statistics derived from the data set:
  - In no table should a single cell contain all cases in any row or column.
o In no case should the total figure for row or column of a cross-tabulation be fewer than three.
o In no case should a quantity figure be based upon fewer than three cases.
o In no case should a quantity figure be published if one case contributes more than fifty percent of the amount.
o In no case should data on an identifiable case, or any of the kinds of data listed above, be derivable through calculation from the combination of tables released.
o Data released should never permit disclosure when used in combination with other known data.

- That 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.
- To comply fully with the approved Data Security Plan.
- To supply NCERDC with Confidentiality Pledges (Attachment 2), with original signatures, for the investigator and all research staff identified in the Supplemental Agreement with Research Staff (Attachment 3).
- To respond promptly and in writing to inquiries from the NCERDC regarding compliance with this agreement or the expected date of completion of the research.
- To destroy all electronic and paper files at a date specified within the data use agreement. This date will likely depend, in part, upon the complexity of the project, the professional societies and journals to which the data will be reported, and the data retention policy of the institution with which the investigator is associated.
- To provide manuscripts to the North Carolina Department of Public Instruction prior to publication.
- To provide annual reports to the NCERDC, which include:
o A copy of the annual IRB approval for the project;
o A listing of public presentations at professional meetings using results based on the data; and
o Copies of papers accepted for publication using these data, with complete citations.

In the event that the investigator changes institutional affiliation during the period covered by this contract, the investigator will take the following actions:
1. Inform the NCERDC prior to relocation.
2. Resubmit a data security plan and obtain signed IRB approval from the new institution.
3. Provide assurance that all data files are removed from the original site.