

CONFIDENTIALITY AGREEMENT RESTRICTING DISCLOSURE AND USE OF DATA FROM THE HEALTH AND RETIREMENT STUDY

This agreement is entered into the _____ day of _____, 20__ between the Regents of the University of Michigan, a Michigan Constitutional Corporation on behalf of its Institute for Social Research Survey Research Center Health and Retirement Study (HRS) and the _____ (Receiving Agency) wherein _____(Investigator) is the researcher responsible for the projects using the HRS restricted use files.

Whereas, HRS has a data bank containing confidential information, and

Whereas, Investigator has an IRB-approved study requiring access to one or more files of the said data bank, and has submitted that plan to UM (the Research Plan), and

Whereas, the Investigator and all other persons having access to HRS Restricted data under this agreement are bound by the precepts of Receiving Agency's Code of Conduct for Employees and the Privacy Act of 1974 (5 USC 552a), which delineate the standards of conduct for individuals relating to the use of nonpublic information and the sanctions and criminal penalties for the misuse or disclosure of such data, and

Whereas, Investigator has submitted a plan to keep data confidential (the Data Protection Plan).

In consideration of the HRS providing access to an HRS Restricted Dataset to the Investigator, the co-Investigator(s), the Supplemental Users, and the Receiving Agency agree that:

1. "Restricted Data" under this agreement includes both the original Restricted Data files provided by HRS, and any variables or fields derived from them.
2. Restricted Data will be used solely for scientific and public policy statistical research, and not for any administrative or law enforcement purpose.
3. Restricted Data will be used to generate only statistical summary information that does not permit the identification of any individual person, family, household, employer, or benefit provider (except sole source providers of public benefits), either directly or inferentially.
4. Aggregate statistical summaries of the data and analyses (frequency tabulations, magnitude tabulations, means, variances, regression coefficients, and correlation coefficients) are not considered to be Restricted Data. Such information may be freely published by the Investigator and may be used for ongoing research programs approved under this agreement.

When producing tabulations for distribution, the following guidelines are to be employed:

- Magnitude Data: Ensure that no cells/strata with $n < 3$ are produced.
 - Frequency Data: Apply a marginal threshold of $n \geq 5$ and cell threshold of $n \geq 3$ to all tabulations.
 - Protecting against complementary disclosure: Additional cells may be suppressed, i.e., complementary disclosure, to make sure the primary suppressions cannot be derived by subtraction from published marginal totals.
5. Researchers are prohibited from publishing results that identify geographic areas below the level of Census Division. Under certain circumstances restricted data users with access to state-level geographic information may wish to report state-level summary information. In such cases, analysis results must be submitted to the Health and Retirement Study for review and approval prior to presentation or publication.
 6. No attempt will be made to identify any individual person, family, household, employer, or benefit provider.
 7. If an individual person, family, household, employer, or benefit provider is inadvertently identified, or a technique for doing so is discovered, the Investigator, Co-Investigator, or Research Staff person who made the identification or discovery will promptly report the identification or discovery to HRS.
 8. No attempt will be made to link Restricted Data *with any other dataset*, except as specified in the approved Research Plan; specifically, there may be no linkages of:

- a. any HRS Restricted Dataset with any other HRS Restricted Datasets; or
 - b. any HRS Restricted Dataset containing information derived from Social Security Administration records, with any dataset containing geographic information at a level of aggregation more detailed than Census Division, except with explicit written permission from the Social Security Administration.
 - c. any HRS Restricted Dataset with any other dataset without written approval from HRS.
9. The HRS Restricted Datasets are and remain the sole property of the University of Michigan and Investigator will not disclose them to any third party. The Receiving Agency agrees that in response to any request for Restricted Data under the federal Freedom of Information Act, 5 U.S.C. 552, it will refuse to disclose the Restricted Data on grounds that it is not a Receiving Agency record subject to disclosure under that Act or is alternatively exempt from disclosure under that Act. Receiving Agency will immediately notify UM of any such requests.
 10. Use of Restricted Data provided by HRS to the Investigator will be confined to the research described in the Research Plan submitted to and approved by HRS; the approved Research Plan is incorporated by reference into this Agreement.
 11. Use of Restricted Data provided by HRS to the Investigator will be in accordance with the Restricted Data Protection Plan submitted to and approved by HRS; the approved Restricted Data Protection Plan is incorporated by reference into this Agreement.
 12. Access to Restricted Data will be limited **solely** to the Investigator(s) who are signatories to this agreement, and to research staff who are signatories of Supplemental Agreements with Research Staff approved by HRS.
 13. All public representations of restricted data involving geographic identifiers below Census Division must be submitted to HRS for review and approval. HRS will confirm receipt of materials via email to the Investigator, and will make every effort to review the materials within 10 business days of confirmed receipt. Investigator(s) agree to modify representations as suggested by HRS before public presentation.
 14. The Investigator(s) will ensure that all originals and copies of Restricted Data, on whatever media, will be either returned to HRS, or destroyed, within 24 months of the date of the original Restricted Data is shipped to the Investigator (or such other date as is specified in the approved Research Plan), or within 5 days of a written demand from HRS; and the Investigator will certify to HRS that this return/destruction has occurred. Extensions to this agreement may be granted by HRS upon review of a written request from the Investigator(s), and providing all other approval conditions remain in effect.
 15. The Investigator(s) will provide annually within 30 calendar days of the anniversary of this agreement the following:
 - a. Project title, Investigator(s), and current contact information
 - b. Progress report, including a summary of current work, project titles, and brief justification for continued access to the data
 - c. Detail of changes or modifications in the research and/or data protection plans
 - d. Copy of and citations for any papers, publications or presentations using the restricted data
 - e. Proof of current IRB approval for projects using restricted data, which must be renewed annually. Note that only Full or Expedited IRB reviews are acceptable. Projects using restricted data do not qualify for IRB Exemption as secondary data analysis.
 - f. Updated list of authorized users under this agreement. A new Supplemental User Agreement must be completed and signed for each new user. List should include access termination dates for those no longer requiring access to the restricted data.
 - g. A detailed description of the location(s) of the restricted data users and the data itself – including street address, building number and office number(s).
 16. The Investigator is a current recipient, as a Principal Investigator, of research funds from an agency of the United States government, and a copy of the award letter has been provided to HRS.

17. The Investigator has a permanent, faculty-level appointment at the Receiving Agency, and the Co-Investigator(s), if any, have faculty-level appointments at the Receiving Agency.
18. All Research Staff signing Supplemental Agreements with Research Staff have a formal affiliation with the Receiving Agency and with the research project described in the Research Plan, and will have access to Restricted Data only under the supervision of the Investigator(s). The Supplemental Agreements with Research Staff are incorporated by reference into this Agreement.
19. The Receiving Agency has an Institutional Review Board/Human Subjects Review Committee registered with the Department of Health and Human Services (DHHS); and proof of the certification has been provided to HRS.
20. The Research Plan and Restricted Data Protection Plan approved by HRS (and the portions of the Research Plan approved by HRS that deal with respondent anonymity and data security, if any) have been reviewed and approved by the Receiving Agency's DHHS-registered Institutional Review Board/Human Subjects Review Committee, using the standards and procedures for live human subjects, and a certification of that approval has been provided to HRS. IRB approval must be at either the Full or Expedited level; access to these data does not qualify as exempt secondary analysis.
21. The Receiving Agency represents that it has in place policies and procedures on scientific integrity and misconduct. The Receiving Agency recognizes that certain violations of this agreement might constitute actions covered by such policies and procedures. If the HRS notifies the Receiving Organization's office responsible for scientific misconduct that a violation of this agreement has occurred and alleges that the violation constitutes scientific misconduct, the Receiving Organization will handle the allegation according to its policies and procedures applicable to scientific integrity and misconduct.
22. The Receiving Agency agrees to allow HRS to conduct unannounced and unscheduled inspections of the restricted data site(s) to assess compliance with the terms of this Agreement.
23. The Representative of the Receiving Agency is a person authorized to enter into contractual agreements on behalf of the Receiving Agency.
24. If HRS determines that this Agreement has been violated, HRS may:
 - a. prohibit any of the signatories of this Agreement, and of any Supplemental Agreements with Research Staff, from obtaining access to any HRS Restricted Data.
 - b. report the violation(s) to the Receiving Agency's office responsible for Code of Conduct on the safeguard of confidential information, and request that sanctions be imposed on the person(s) responsible for the violations.
 - c. report (directly or through the National Institute on Aging) the violation(s) to funding agencies with a recommendation that current funding be terminated, and future funding denied, to the Investigator(s), the Research Staff, and any other person implicated in the violation(s).
 - d. utilize such other remedies as may be available to it under law

INVESTIGATOR

Signature/Date

Typed Name

Title

Institution

Building Address

Street Address

City, State, Zip

Phone

Fax

Email

CO-INVESTIGATOR

Signature/Date

Typed Name

Title

Institution

Building Address

Street Address

City, State, Zip

Phone

Fax

Email

RECEIVING AGENCY REPRESENTATIVE

Signature/Date

Typed Name

Title

Institution

Building Address

Street Address

City, State, Zip

Phone

Fax

Email

HEALTH AND RETIREMENT STUDY REPRESENTATIVE

Signature

Date

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