HRS Restricted Data Access Agreement (RDA): MiCDA Data Enclave

This Restricted Data Access Agreement ("Agreement") permits the User and additional Authorized Users named below to obtain access to the following HRS Restricted Datasets:

_____

_____

_____

A separate agreement must be completed for each Institution represented on the RDA.

This Agreement between the Regents of the University of Michigan ("U-M"), a Michigan Constitutional Corporation on behalf of its Institute for Social Research, Survey Research Center, Health and Retirement Study ("HRS") and

_____

_____

("Accessing Agency"), wherein _____ ("User") is the researcher responsible for the project(s) using the HRS Restricted Data. For avoidance of doubt, the User and all other individuals from the Accessing Agency ("Authorized Users") are not a party to this Agreement.

Whereas, HRS has a data bank containing confidential information housed in the MiCDA Secure Data Enclave, and

Whereas, User and Authorized Users have one or more research project(s) requiring access to one or more files of the said data bank, and have submitted a description of the project(s) (Research Plan) to U-M for HRS review and received HRS approval, and

Whereas, the Accessing Agency, on behalf of the User and Authorized Users having access to HRS Restricted Data under this agreement are bound by the precepts of Accessing Agency's Code of Conduct or equivalent 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, the User and Authorized Users have each submitted to HRS a Data Security Plan (DSP) to keep data secure ("MICDA Enclave Virtual Desktop Infrastructure (VDI) Data Security Plan") describing each computer and location from which data will be accessed for HRS review and approval, and

Whereas, Accessing Agency's Institutional Review Board registered with the Department of Health and Human Services (DHHS), or Ethics Committee in the absence of an Institutional Review Board has, as necessary, reviewed and provided determination for the Research Plan and Data Security Plan(s) using the standards and procedures for Secondary analysis, and a documentation of that review has been provided to HRS. Determinations of Exempt, Not Human Subjects, or Not Regulated are acceptable.

In consideration of HRS providing access to Restricted Data to the User and Authorized Users via the MiCDA Secure Data Enclave, the Accessing Agency, on behalf of the User and Authorized Users, agrees:

1. "Restricted Data" under this agreement includes both the original Raw Restricted Data files provided by HRS, and any data commingled with the original Restricted Data files, and variables and 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. Restricted Data are and remain the sole property of the Regents of the University of Michigan, and Accessing Agency and Users and Authorized Users will not disclose them to any third party without the written permission of the Regents of the University of Michigan, except when Accessing Agency is required to disclose based on applicable law or court order. The Accessing 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 an Accessing Agency record subject to disclosure under that Act or is alternatively exempt from disclosure under that Act. Accessing Agency will promptly notify U-M of any such requests.

5. The Accessing Agency represents that it has in place policies and procedures on scientific integrity and misconduct. The Accessing Agency recognizes that certain violations of this agreement might constitute actions covered by such policies and procedures. If the HRS notifies the Accessing Agency's office responsible for scientific misconduct that a violation of this agreement has occurred and alleges that the violation constitutes scientific misconduct, the Accessing Agency will handle the allegation according to its policies and procedures applicable to scientific integrity and misconduct.

6. To make no attempt to identify or contact the persons in the Restricted Data or other HRS datasets.

7. That if the identity of any person or establishment in the Restricted Data is inadvertently discovered, then (a) no use will be made of this knowledge, (b) HRS will be promptly made aware of the incident, (c) the information that would identify any individual or establishment will be safeguarded or destroyed, as requested in writing by HRS, and (d) no third party will be informed of the discovered identity.

8. Access to Restricted Data will be limited solely to the User and Authorized Users who have read and acknowledged this agreement and are approved by HRS.

9. Use of Restricted Data 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.

10. Restricted data will only be accessed on equipment and location(s) listed in the Data Security Plan(s) and approved by HRS. User and Authorized Users will position computer screen and take any other reasonable actions to prevent unauthorized persons from viewing Restricted Data.

11. Changes to any Data Security Plan(s) must be approved by HRS in advance of implementation.

12. No attempt will be made to link Restricted Data *with any other dataset* without written approval from HRS. Examples include but are not limited to:

    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 restricted geographic information, except with explicit written permission from the Director of HRS.
    c. any HRS Restricted Dataset with any other dataset without written approval from HRS.

13. To employ the following guidelines when producing tabulations for distribution:
    - Magnitude Data: Ensure that no cells/strata with **n < 3** are produced.
    - Frequency Data: Apply a marginal threshold of **n >= 5** and cell threshold of **n >= 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.
    - A value of zero does not violate the minimum cell size policy. In addition, no cell can be reported that allows a value of 1 to 5 to be derived from other reported cells or information. For example, the use of percentages or other mathematical formulas that, in combination with other reported information, result in the display of a cell containing a value of 1 to 5 are prohibited. The cell suppression policy also applies to the reporting of excluded cases.

14. To publish and/or present only aggregate statistical summaries of the data and analyses (frequency tabulations, magnitude tabulations, means, variances, regression coefficients, and correlation coefficients), subject to the provisions above, and which do not allow the identification of an individual or establishment.

15. User and Authorized Users are prohibited from publishing results that identify geographic areas below the level of Census Division. User and Authorized Users will remove from presentation or publication any results identified by HRS reviewers that identify geographic areas below the level of Census Division.

16. To use approved data transfer procedures for uploading or downloading information from any system or storage media.

17. User and Authorized Users will not take screenshots, video, pictures, or otherwise capture images of any Restricted Data in the secure system or applicable interfaces. User and Authorized Users will not make handwritten or hand-typed records, or audible recordings of the Restricted Data and/or the findings of Restricted Data revealed in the conduct of their research. This includes data, whether original or derived, and the results of data analysis.

18. User and Authorized Users will not share views of the Restricted Data contained in the secure system over video conferencing software.

19. Before User and Authorized Users submit a paper or abstract for publication or otherwise intend to publicly disclose information about the results of the Project, HRS will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Restricted Data is appropriately protected. HRS

may request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect proprietary information.

20. HRS requires data sharing for all published results. Any import of data will require an addendum to this agreement describing the plan for data sharing. HRS will retain copies of all data imported into the secure data enclave.

21. User and Authorized User agree to cite the University of Michigan and HRS as the data source in any publications or research based upon these Restricted Data, and to provide a copy of any publications to the HRS within 30 days of presentation or publication. The following citation should be included in any research reports, papers, or publications based on these Restricted Data:

    In text: "The Health and Retirement Study data is sponsored by the National Institute on Aging (grant numbers U01AG009740 and is conducted by the University of Michigan."

    In references: "Health and Retirement Study. Produced and distributed by the University of Michigan with funding from the National Institute on Aging (grant number U01AG009740), Ann Arbor, MI."

22. Except to the extent prohibited by applicable law, the Accessing Agency assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Restricted Data. UM will not be liable to the Accessing Agency for any loss, claim or demand made by the Accessing Agency, or made against the Accessing Agency by any other party due to or arising from the use of the Restricted Data by the Accessing Agency, except to the extent permitted by law when caused by the gross negligence or willful misconduct of UM. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

23. The Accessing Agency agrees to allow HRS and/or its designated contractor to conduct onsite inspections of the Restricted Data access site(s) to assess compliance with the terms of this Agreement at a mutually agreed upon day and time. In conducting any such inspections, HRS and/or its designated contractor will comply with the Accessing Agency's procedures for access to its buildings.

24. If UM determines that this Agreement has been violated, UM or HRS may:
    a. immediately suspend or terminate access to the Restricted Data; and
    b. report the alleged violation(s) to the Accessing Agency's office; and
    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. prohibit the User, any of the applicable Authorized Users, and/or the Authorized Accessing Agency, from obtaining access to any HRS Restricted Data; and
    e. utilize such other remedies as may be available to it under law.

25. This Agreement will be in effect for twelve (12) months from the date of last signature below. Extensions to this Agreement may be granted in the sole reasonable discretion of HRS upon review of a written request from the Accessing Agency, and providing all other approval conditions remain in effect. The User will provide annually within thirty (30) calendar days of the anniversary of this agreement the following:

    a. Project title, User(s), and current contact information
    b. Progress report, including a summary of current work, project titles, and brief justification for continued access
    c. Detail of changes or modifications in the research and/or data security plans
    d. Citations for any papers, publications or presentations using the restricted data

Signature page follows.

HRS **RDA #:** _____

Date: _____

The Representative of the Accessing Agency is a person authorized to enter into this contractual agreement on behalf of the Accessing Agency.

USER *My signature certifies that I have read and acknowledge the provisions of this agreement.*

Agreed to by Accessing Agency Representative

_____
Signature/Date

_____
Typed Name

_____
Title

_____
Institution

_____
Street Address

_____
City, State, Zip

_____
Phone

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Email

_____
Signature/Date

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Typed Name

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Title

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Institution

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Street Address

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City, State, Zip

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Phone

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Email

HRS **RDA #:** _____

Date: _____

Authorized User *My signature certifies that I have read and acknowledge the provisions of this agreement.*

_____
Signature/Date

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Typed Name

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