

Confidentiality Agreement Restricting Disclosure and Use of Data from the Michigan Center on the Demography of Aging Data Enclave

In consideration of my request to be granted access to (name(s) of data file(s))

I _____ (please print), am aware that the information contained in the above mentioned file has been provided to MiCDA in accordance with section 308(d) of the Public Health Service Act (42 USC 242m) and with the assurance that it will be used only for statistical reporting and analysis and will not be published or released in identifiable form. I am also aware that I can be held legally personally liable for any harm incurred by individuals or establishments if I disclose identifiable information contained in the above work files to which I will have access.

Having read, familiarized myself with this agreement, including section 308(d) of the Public Health Service Act (42 USC 242m, attached), I agree:

1. Not to make copies of any files or portions of files to which I am granted access.
2. To return to MiCDA Data Enclave staff upon request all materials (restricted and otherwise) with which I may be provided during the conduct of my research.
3. To make no attempt to identify any household, family, person, establishment, or sampling unit.
4. To hold in strictest confidence the identification of any establishment or individual that may be inadvertently revealed in any documents or discussion, or analysis. Such inadvertent identification revealed in my analysis will be immediately brought to the attention of MiCDA Data Enclave staff.
5. Not to remove any printouts, electronic files, documents, or media until they have been scanned for disclosure risk by authorized MiCDA Data Enclave staff.
6. Not to remove from the MiCDA Data Enclave any written notes pertaining to the identification of any establishment, individual, or geographic area that may be revealed in the conduct of my research at the MiCDA Data Enclave.
7. To allow inspection of any material I may bring to or remove from the MiCDA Data Enclave. Data Enclave staff may prohibit the removal of any material, including written notes, from the MiCDA Data Enclave.

8. I agree to hold harmless and indemnify MiCDA and the University of Michigan, its agents and employees, for any claims of breaches of confidentiality arising out of my research and to pay MiCDA \$10,000 for each violation (defined as failure to abide by any section of this agreement or any accidental or intentional violation of privacy of any contributor to any MiCDA data resource) of this agreement.

Name (printed or typed) of MiCDA Data Enclave Visitor

Signature

Date

City/County of _____ Commonwealth/State of _____
Sworn to and subscribed before me this _____ day of _____, 20_____. Witness my hand and official Seal.

(Notary Public/Seal)

My commission expires _____

MiCDA Representative

MiCDA Agreement Number

Signature

Date

Sec. 242m. General provisions respecting effectiveness, efficiency, and quality of health services

(d) No information, if an establishment or person supplying the information or described in it is identifiable, obtained in the course of activities undertaken or supported under section 242b, 242k, or 242l of this title may be used for any purpose other than the purpose for which it was supplied unless such establishment or person has consented (as determined under regulations of the Secretary) to its use for such other purpose; and in the case of information obtained in the course of health statistical or epidemiological activities under section 242b or 242k of this title, such information may not be published or released in other form if the particular establishment or person supplying the information or described in it is identifiable unless such establishment or person has consented (as determined under regulations of the Secretary) to its publication or release in other form.
