

## **College and Beyond II: Outcomes of a Liberal Arts Education Restricted Data Use Agreement**

This Restricted Data Use Agreement (“Agreement”) is by and between The Regents of the University of Michigan, a Michigan Constitutional corporation with its principal place of business in Ann Arbor, Michigan, on behalf of its Inter-university Consortium for Political and Social Research (“Michigan”) and \_\_\_\_\_ (“Institution”) and is effective as of the date of the last signature affixed below (the “Effective Date”).

WHEREAS, The College and Beyond II Study (CB II) has been established at the University of Michigan through funding from the Andrew W. Mellon Foundation to collect data for linkage and analysis for researchers and institutions to study the impacts of liberal arts education;

WHEREAS, Institution wishes to access data from the CBII repository for approved uses.

NOW, THEREFORE, the parties, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

### **I. Overview**

Access to these Restricted Data is granted to Investigators and Investigators’ Research Staff only by completing a formal online application process, which includes signing this Restricted Data Use Agreement (RDUA). For an online application, please visit the following website (<https://www.icpsr.umich.edu/web/ICPSR/series/1900>). Definitions for “Investigator” and other capitalized key terms used in this RDUA may be found in Section II.

### **II. Definitions**

A. “Confidentiality Pledge” is a component of the Agreement which specifies the responsibilities of the Investigator and Research Staff to treat the Restricted Data and information as confidential.

B. “Data Security Plan” is a component of the Agreement which specifies permissible computer configurations for use of Restricted Data and records what the Investigator commits to do in order to keep Restricted Data secure.

C. “Deductive Disclosure” is the discerning of a Private Person's identity or confidential information through the use of characteristics about that Private Person in the Restricted Data. Disclosure risk is present if an unacceptably narrow estimation of a Private Person’s confidential

information is possible or if determining the exact attributes of the Private Person is possible with a high level of confidence.

D. “Derivative” is a file or statistic derived from the Restricted Data that poses disclosure risk to any Private Person in the Restricted Data obtained through this Agreement. Derivatives include copies of the Restricted Data received from ICPSR, subsets of the Restricted Data, and analysis results that do not conform to the guidelines provided by ICPSR.

E. “ICPSR” is the Inter-university Consortium for Political and Social Research.

F. “Institution” is the university or research institution at which the Investigator will conduct research using Restricted Data obtained through this Agreement.

G. “Investigator” is the person primarily responsible for conducting the research or statistical activities relative to the Research Description of the Online Application (the “Research Description”), or supervising the individuals conducting the research or statistical activities relative to the Research Description, for which Restricted Data are obtained through this Agreement.

H. “Online Application” includes all information entered into the ICPSR web-based data access request system, including Investigator information, Research Staff information, Research Description, Data Selection specifying which files and documentation are requested, Confidentiality Pledge agreed to by the Investigator and each Research Staff, Data Security Plan, and a copy of an Institutional Review Board determination regarding this project. Please note that the language in the Online Application is subject to change.

I. “Partner Institutions” are the Institutions that each signed a Data Transfer Agreement with the College and Beyond II study team outlining the terms and conditions which Investigators and Investigator’s Research Staff may access and use these Restricted Data.

J. “Private Person” means any individual (including an individual acting in an official capacity) and any private (i.e., non-government) partnership, corporation, association, organization, community, tribe, sovereign nation, or entity (or any combination thereof), including family, household, school, neighborhood, health service, or institution from which the Restricted Data arise or were derived, or which are related to a Private Person from which the Restricted Data arise or were derived.

K. “Representative of the Institution” is a person authorized to enter into binding legal agreements on behalf of Investigator's Institution.

L. “Research Staff” are all persons at the Investigator's Institution, excluding the Investigator, who will have access to Restricted Data obtained through this Agreement, including students, other faculty and researchers, staff, agents, or employees for which the Institution accepts responsibility.

M. “Restricted Data” are the research dataset(s) provided under this Agreement that do not include personally identifiable information as defined in the Family Education Rights and Privacy Act of 1974 at 20 U.S.C. § 1232(g) and 34 C.F.R. § 99.3 (collectively, “FERPA”).

N. “Virtual Data Enclave” (VDE) is a virtual machine launched from the researcher's own desktop but operating on a remote server, similar to remotely logging into another physical computer. The virtual machine is isolated from the user's physical desktop computer, restricting the user from downloading files or parts of files to their physical computer. The virtual machine is also restricted in its external access, preventing users from emailing, copying, or otherwise moving files outside of the secure environment, either accidentally or intentionally. To receive output or other files from the VDE, users must request a disclosure review from ICPSR staff.

### **III. Responsibility to Address Disclosure Risk**

Deductive Disclosure of a Private Person's identity from research data is a major concern of researchers, and Institutional Review Boards. Investigators and Institutions who receive any portion of Restricted Data are obligated to protect the Restricted Data from Deductive Disclosure risk, non-authorized use, and attempts to identify any Private Person by strictly adhering to the obligations set forth in this Agreement.

### **IV. Requirements of Investigator**

- A. The Investigator assumes the responsibility of completing the Online Application and any other required documents, reports, and amendments.
- B. The Investigator agrees to manage and use Restricted Data, implement all Restricted Data security procedures per the Data Security Plan (per Attachment A), and ensure that all Research Staff understand their requirements per this Agreement and follow the Data Security Plan.
- C. Investigators must meet each of the following criteria:
  - 1. Demonstrate the capability to meet the requirements set forth in this Agreement, including the data use, security, and confidentiality requirements.

2. Demonstrate the capability and appropriate expertise to fulfill the proposed research goals, e.g. have a PhD or hold a faculty appointment, or otherwise be in a position to use sensitive data to conduct research.
3. Have a demonstrated need for using sensitive data to complete the proposed research project and demonstrated ability to use and protect sensitive data according to commonly accepted standards and applicable statutory requirements.

## **V. Requirements of Institution**

The Institution represents to the best of its knowledge:

- A. An institution of higher education, a research organization, a research arm of a government agency, or a nongovernmental, not-for-profit, agency.
- B. Not currently debarred or otherwise restricted in any manner from receiving information of a sensitive, confidential, or private nature under any applicable laws, regulations, or policies.
- C. Have a demonstrated record of using sensitive data according to commonly accepted standards of research ethics and applicable statutory requirements.
- D. Liable for all actions or omissions of the Institution, the Investigator, or any Research Staff related to this Agreement or as a result of any access that may be granted to the VDE or the Restricted Data to the Institution, the Investigator, or any Research Staff.

## **VI. Obligations of ICPSR**

In consideration of the promises made in Section VII of this Agreement, and upon receipt of a complete and approved Online Application, ICPSR agrees to:

- A. Provide the Restricted Data requested by the Investigator in the Restricted Data Order Summary within a reasonable time of execution of this Agreement by Institution and to make the Restricted Data available to Investigator via the Virtual Data Enclave, a secure remote-access work space. Access requires proper authentication. ICPSR will provide instructions on establishing user accounts within a reasonable amount of time after the execution of the agreement.
- B. Provide electronic documentation of the origins, form, and general content of the Restricted Data to the Investigator, in the same time period and manner as the Restricted Data.

- C. Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided “AS IS.” ICPSR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, ICPSR, to the best of its knowledge and belief, has the right and authority to provide the Data to Institution.

ICPSR represents, pursuant to 34 C.F.R. § 99.31(a)(6), that it has authority to share the Restricted Data with Institution for the Research Description.

## **VII. Obligations of the Investigator, Research Staff, and Institution**

Restricted Data provided under this Agreement shall be held by the Investigator, Research Staff, and Institution in strictest confidence and can be used or disclosed only in compliance with the terms of this Agreement. In consideration of the promises in Section VI of this Agreement, and for use of Restricted Data from ICPSR, the Institution agrees:

- A. That the Restricted Data will be used solely for research or statistical purposes relative to the project as identified in the Research Description of the Online Application (the “Research Description”), and for no other purpose whatsoever without the prior written consent of ICPSR. Further, no attempt will be made to identify Private Person(s), no Restricted Data of Private Person(s) will be published or otherwise distributed, the Restricted Data will be protected against Deductive Disclosure risk by strictly adhering to the obligations set forth in this Agreement, and precautions will be taken to protect the Restricted Data from non-authorized use.
- B. The Restricted Data will be used by Institution for research studies for the purpose of improving instruction.
- C. To comply fully with the approved Data Security Plan at all times relevant to this Agreement.
- D. Not to attempt to extract, copy or otherwise remove the Restricted Data from the VDE, nor take screen shots or other video or image grabs of any displayed Restricted Data.
- E. That no persons other than those identified in this Agreement or in subsequent amendments to this Agreement, as Investigator or Research Staff and who have signed this Agreement or a

Supplemental Agreement, be permitted access to the contents of Restricted Data files or any Derivatives from the Restricted Data. Institution ensures that any Investigator or Research Staff understands and complies with the same restrictions and conditions that apply to Institution under this Agreement.

- F. That within five (5) business days of becoming aware of any unauthorized access, use, or disclosure of Restricted Data, or access, use, or disclosure of Restricted Data that is inconsistent with the terms and conditions of this Agreement, the unauthorized or inconsistent access, use, or disclosure of Restricted Data will be reported in writing to ICPSR. Depending on the Data Transfer Agreement terms set forth by the Partner Institution, the Partner Institution may then have the right to withdraw their data from the study, and require all users to destroy all copies of the data deposited by the institution.
- G. That, unless prior specific, written approval is received from ICPSR, no attempt under any circumstances will be made to link the Restricted Data to any Private Person, whether living or deceased, or with any other dataset outside the CBII study series, including other datasets provided by ICPSR.
- H. To avoid inadvertent disclosure of Private Persons by being knowledgeable about what factors constitute disclosure risk and by using disclosure risk guidelines<sup>1</sup>, such as but not limited to, the guidelines outlined in Attachment A, in the release of statistics or other content derived from the Restricted Data.<sup>2</sup>
- I. That if the identity of any Private Person should be discovered, then:
  - 1. No use will be made of this knowledge;
  - 2. ICPSR will be advised of the incident within five (5) business days of discovery of the incident;
  - 3. The information that would identify the Private Person will be safeguarded or destroyed per ICPSR's written instructions;
  - 4. No one else will be informed of the discovered identity.
- J. The Institution will not attempt to deduce the identity of the Partner Institution associated with individual records in the Restricted Data, except as stated in Section VII(K) of this Agreement.

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<sup>1</sup> For more information, see the U.S. Bureau of the Census checklist. *Supporting Document Checklist on Disclosure Potential of Data*, at [http://www.census.gov/srd/sdc/S14-1\\_v1.3\\_Checklist.doc](http://www.census.gov/srd/sdc/S14-1_v1.3_Checklist.doc); *NCHS Disclosure Potential Checklist* at [http://www.cdc.gov/nchs/data/nchs\\_microdata\\_release\\_policy\\_4-02A.pdf](http://www.cdc.gov/nchs/data/nchs_microdata_release_policy_4-02A.pdf); and *FCSM Statistical Policy Working Paper 22 (Second Version, 2005)* at <http://www.hhs.gov/sites/default/files/spwp22.pdf>

<sup>2</sup> If disclosure review rules were established for a specific Restricted Dataset, they will be included in the dataset's documentation and are covered by this Agreement.

However, if the identity of any Partner Institution for any of the Restricted Data is inadvertently discovered, then:

1. No use will be made of this knowledge;
  2. No one else will be informed of the discovered institutional identity;
  3. The Partner Institution shall not be identified in published results or presentations;
  4. No attempt shall be made to link the Restricted Data to any other data related to the Partner Institution.
- K. That if prior written approval is received from ICPSR to conduct a study that uses data from one or more Partner Institutions which are explicitly identified to the researcher, then:
1. The Partner Institution(s) shall not be identified in published results or presentations without prior written approval from ICPSR;
  2. No attempt shall be made to link the Restricted Data to any other data related to the Partner Institution(s) without prior written approval from ICPSR.
- L. Unless other provisions have been made with ICPSR, all access to the Restricted Data will be terminated on or before completion of this Agreement or within five (5) days of written notice from ICPSR. Investigators requiring access to the Restricted Data beyond completion of this Agreement should submit a request for continuation three months prior to the end date of the Agreement.
- M. That any books, articles, conference papers, theses, dissertations, reports, or other publications that employed the Restricted Data or other resources provided by ICPSR reference the bibliographic citation provided by ICPSR and be reported to ICPSR for inclusion in its data-related bibliography.
- N. To provide annual reports to ICPSR staff, which include:
1. A listing of presentations using the Restricted Data, or Derivatives or analyses thereof, with complete citations;
  2. A listing of working papers and papers accepted for publication using the Restricted Data, or Derivatives or analyses thereof, with complete citations;
  3. A listing of grants that the Investigator has received to use the data;
  4. A listing of Research Staff using the Restricted Data, or Derivatives or analyses thereof, for dissertations or theses, the titles of these papers, and the date of completion; and
  5. Copies of the aforementioned presentations and papers produced within the year.
- O. To notify ICPSR of a change in institutional affiliation of the Investigator, a change in institutional affiliation of any Research Staff, or the addition or removal of Research Staff on the research project. Notification must be in writing and must be received by ICPSR at least six (6) weeks prior to the last day of employment with Institution, or as soon as is reasonable and

practical. Notification of the addition or removal of Research Staff on the research project shall be provided to ICPSR as soon as reasonably possible. Investigator's separation from Institution terminates this Agreement.

- P. Investigator may reapply for access to Restricted Data as an employee of the new institution. Re-application requires:
1. Execution of a new Agreement for the Use of Restricted Data by both the Investigator and the proposed new institution;
  2. Execution of any Pledges of Confidentiality by Research Staff at the proposed new institution;
  3. Preparation and approval of a new Data Security Plan; and
  4. Evidence of determination by the proposed new institution's IRB. These materials must be approved by ICPSR before Restricted Data or any derivatives or analyses may be accessed at the new institution.
- Q. That use of the Restricted Data will be consistent with the Institution's policies regarding scientific integrity and human subject's research.
- R. To respond fully and in writing within ten (10) working days after receipt of any written inquiry from ICPSR regarding compliance with this Agreement.

### **VIII. Violations of this Agreement**

- A. The Institution will investigate allegations by ICPSR or other parties of violations of this Agreement in accordance with its policies and procedures on scientific integrity and misconduct. If the allegations are confirmed, the Institution will treat the violations as it would violations of the explicit terms of its policies on scientific integrity and misconduct.
- B. In the event of a breach of any provision of this Agreement by the Institution, the Investigator, or any Research Staff, Institution shall be fully responsible for the same and will promptly cure the breach and mitigate any damages. The Institution hereby acknowledges that any breach of the provisions of this Agreement by the Institution, the Investigator, or any Research Staff may result in irreparable harm to ICPSR that may not be adequately compensable by money damages. Institution hereby agrees that ICPSR has the right to seek injunctive relief in the event of any breach of this Agreement, in addition to money damages. In addition, in the event of any breach of the terms of this Agreement by Institution, the Investigator, or any Research Staff, ICPSR may, in its sole and absolute discretion:



1. Terminate this Agreement upon notice and/or immediately remove the Institution's, the Investigator's, and/or any Research Staff's access to Restricted Data and any derivatives thereof;
  2. Deny the Institution, the Investigator, and any Research Staff future access to Restricted Data;
  3. Report the inappropriate use or disclosure by the Institution, the Investigator, or any Research Staff to the appropriate federal and private agencies or foundations that fund scientific and public policy research, including, but not limited to, the circumstances that led to the breach and any and all other information that ICPSR may deem advisable or necessary to report.
  4. Pursue such other remedies that may be available to ICPSR under law or equity, including injunctive relief.
- C. Except to the extent prohibited by law, Institution assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. ICPSR will not be liable to Institution for any loss, claim, or demand made by the Institution, or made against Institution by any other party, due to or arising from the use of the Data by Institution, except to the extent permitted by law when caused by the gross negligence or willful misconduct of ICPSR. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.
- D. In the event of a violation, the Investigator must:
1. Notify ICPSR within five (5) business days;
  2. Stop work with the Restricted Data immediately;
  3. Upon ICPSR's request, submit a notarized affidavit acknowledging the violation to ICPSR;
  4. Inform the Representative of Institution of the violation and review security protocols and disclosure protections with them.
    - i. The Representative of Investigator's Institution must submit an acknowledgment of the violation and security protocols and disclosure protections review to ICPSR; and
  5. Reapply for access to the Restricted Data.

## **IX. Confidentiality**

The Institution agrees to protect the privacy of the individuals who are the subjects of the Restricted Data by withholding their identifying characteristics from all persons not connected with the

conduct of the Investigator's research project. "Identifying characteristics" are considered to include those data defined as confidential under the terms of this Agreement.

## **X. Incorporation by Reference**

All parties agree that the information entered into the Online Application, including the Data Security Plan, IRB determination, and any Supplemental Agreements and Confidentiality Pledges, are incorporated into this Agreement by reference.

## **XI. Miscellaneous**

- A. All notices, contractual correspondence, and return of Restricted Data under this Agreement on behalf of the Investigator shall be made in writing and delivered to the address below:

ICPSR  
P.O. Box 1248  
Ann Arbor, MI 48106-1248  
-or-  
help@icpsr.umich.edu

- B. This Agreement shall be effective for a 24-month period from execution or until the IRB determination expires, whichever occurs first.
- C. The respective rights and obligations of ICPSR and Investigator, Research Staff, and Institution pursuant to this Agreement shall survive termination of the Agreement.
- D. This Agreement and any of the information and materials entered into the Online Application may be amended or modified only by the mutual written consent of the authorized representatives of ICPSR and Investigator and Institution. Both parties agree to amend this Agreement to the extent necessary to comply with the requirements of any applicable regulatory authority.
- E. The Representative of the Institution signing this Agreement has the right and authority to execute this Agreement, and no further approvals are necessary to create a binding agreement.
- F. The obligations of Institution set forth within this Agreement may not be assigned or otherwise transferred without the express written consent of ICPSR.

**Investigator and Institutional  
Signatures**

*Read and Acknowledged by:*

**Investigator**

**Institutional Representative**

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SIGNATURE

DATE

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SIGNATURE

DATE

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NAME TYPED OR PRINTED

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NAME TYPED OR PRINTED

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INSTITUTION

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**THE REGENTS OF THE UNIVERSITY  
OF MICHIGAN**

Authorized Official: \_\_\_\_\_

Title:

Signature:

Date:

## **Attachment A: Data Security Plan**

All of the following computer and data security requirements and procedures are required to be implemented and followed by all VDE Users as part of this Agreement:

- You must password protect the computer that is used to access the Confidential Data.
- You must set the computer to activate a password protected screen saver after three minutes of inactivity.
- Under no circumstances may you share or give your login and password to the VDE to anyone, and this includes not sharing them with other members of your research project team not listed as a VDE User on the Agreement or your organization's information and technology (IT) staff. Passwords must not be stored on a computer in electronic or written form. Software password storage programs may not be used.
- Since the Confidential Data are administered by ICPSR, University of Michigan you should not contact the IT staff at your organization with questions about the Confidential Data. (You may contact your organization's IT staff if you need help installing the VDE client software to access the Confidential Data. Your organization's IT staff should never be allowed to access any Confidential Data.)
- You must only use the Confidential Data on a computer in a Secure Project Office, for which
  - the computer or monitor screen is not visible from the doorway or windows
  - the office door is closed when a VDE User is logged into the VDE
  - only VDE Users approved to work with the Confidential Data are in the office when a VDE User is logged into the VDE
- You will close and lock the Secure Project Office when access to the Confidential Data is active but you and any other VDE User is out of the office.
- You will not allow under any circumstances any unauthorized person to access or view the Confidential Data.
- You will not allow any unauthorized persons to be inside the Secure Project Office when any VDE User is logged into the VDE.
- You must not allow the computer monitor to display Confidential Data content to any unauthorized person. The computer monitor display screen must not be visible from open doors or through windows.
- If you are logged into the VDE and you leave your computer, you must "disconnect" or "logoff" from the VDE. (Disconnecting from the VDE will leave any open programs running, but closes the connection to the VDE. Logging off of the VDE closes the connection and terminates all programs that are running.)

- You will keep all Confidential Data and derivatives within the VDE:
  - You must not duplicate or copy the data (e.g., you must not retype and/or use non-technical ways of copying the data, such as handwritten notes).
  - You must not take screenshots, photographs, or videos of the displayed Confidential Data or statistical outputs.
  - You must not type or record the Confidential Data or results from the data onto your office or personal computer or onto some other device or media.
- You must protect all hardcopy documents related to the Confidential Data such as research notes. Such hardcopy documents must be kept in locked drawers or cabinets in the Secure Project Office when not in use.
- Prior to a disclosure review and approval by ICPSR, neither you nor any VDE User may talk about or discuss any Confidential Data or results from the Confidential Data in non-secure or public locations. These discussions cannot occur where an unauthorized person could eavesdrop.
- You must submit all statistical outputs/results/notes from the Confidential Data to ICPSR for a disclosure review prior to sharing or giving such outputs to unauthorized persons. You also agree to revise or alter such files as required by ICPSR in order to minimize disclosure risk prior to ICPSR approving these files for sharing with unauthorized persons.
- You may only share aggregated information or qualitative data segments from the Confidential Data to unauthorized persons after you obtain clearance to do so through the ICPSR disclosure review process.

## **Attachment B: Confidentiality Pledge**

By virtue of my affiliation with this research project I have access to Confidential Data identified in this Agreement. I understand that access to this Confidential Data carries with it a responsibility to guard against unauthorized use and to abide by the Data Security Plan. To treat information as confidential means to not divulge it to anyone who is not a party to the Agreement for the Use of Confidential Data, or cause it to be accessible to anyone who is not a party to that Agreement. I agree to fulfill my responsibilities on this research project in accordance with the following guidelines:

1. I have read the associated Agreement for the Use of Confidential Data.
2. I am Research Staff within the meaning of the agreement.
3. I agree not to permit Confidential Data access to anyone not a party to the Agreement for the Use of Confidential Data.
4. I agree to not attempt to identify private persons as defined in the Agreement for the Use of Confidential Data.
5. I agree that in the event an identity of any private person is discovered inadvertently, I will (a) make no use of this knowledge, (b) advise the Investigator of the incident who will report it to ICPSR, (c) safeguard or destroy the information as directed by the Investigator after consultation with ICPSR, and (d) not inform any other person of the discovered identity.

This computer system, including all related equipment, networks, and network devices, is provided only for authorized use. This system may be monitored for all lawful purposes. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over this system may be monitored.

Unauthorized use may subject you to criminal prosecution. Evidence of unauthorized use collected during monitoring may be used for administrative, criminal or adverse action.

Use of this computer system, authorized or unauthorized, constitutes consent to monitoring of this system for these purposes.