

AGREEMENT FOR USE OF RESTRICTED DATA FROM THE DISPLACED NEW ORLEANS RESIDENTS SURVEY

*Please submit one signed original electronic copy of this document,
which will be countersigned and returned to you.*

This Agreement is by and among RAND, a California corporation located at 1776 Main Street, P.O. Box 2138, Santa Monica, CA 90407 ("RAND") and the undersigned Restricted Data Investigator, Center Director (if applicable), and Receiving Institution to protect against potential misuse or disclosure of Restricted Data relating to RAND's Displaced New Orleans Residents Survey ("DNORS").

A. Definitions

1. The term "Restricted Data" as used in this agreement means both the data set(s) collected by RAND in connection with its DNORS study and designated by RAND as "Restricted Data", and any variables or fields derived from that Restricted Data.
2. The term "Investigator" as used in this agreement means the undersigned individual shown as "Restricted Data Investigator."
3. The term "Center Director" as used in this agreement means the Director of a federally-funded research center in which the data will be used.
4. The term "Receiving Institution" under this agreement means the undersigned university or research organization associated with the Investigator and with the Center Director (if applicable).
5. The term "Receiving Parties" as used in this agreement means the Investigator, the Center Director (if applicable), and the Receiving Institution.
6. The term "federally-funded" as used in this agreement means funding provided for research or institutional support through a grant or contract from an agency of the United States federal government. Such agencies include, but are not limited to, the National Institutes of Health and the National Science Foundation. The term "federal agency" as used in this agreement means an agency of the United States federal government.

B. Limitations on Use and Disclosure of Restricted Data

In consideration of RAND providing the Investigator access to the Restricted Data, the Receiving Parties agree as follows:

1. Restricted Data will be used solely for scientific and public policy statistical research as described in the Research Plan submitted to and approved by RAND and attached to this agreement as Exhibit A.
2. Restricted Data will be safeguarded in accordance with the Restricted Data Protection Plan submitted to and approved by RAND and attached to this agreement as Exhibit B.

3. Access to Restricted Data will be limited solely to the Investigator who is signatory to this agreement, with the exception that Investigator may allow use of Restricted Data by their co-investigators and research staff, provided these persons sign a "Supplemental Agreement With Research Staff" in the form attached as Exhibit C and work under the supervision of the Investigator.
4. Under no circumstances will the Investigator use or disclose the Restricted Data for any purpose not stated in the Research Plan, including but not limited to any administrative or law enforcement purpose.
5. Restricted Data will be used only to generate statistical summary information that does not permit the identification of any individual person, family, household, employer, institution or organization or any geographic area below the Service Planning Area including ZIP code, city, tract, block group, or block. In no case should locations of individual respondents or of blocks or tracts be disclosed directly or indirectly by identifying street names or any type of geographic reference point or feature. In no case should users produce maps showing the location of respondents or sampled blocks or tracts.
6. No attempt will be made to use the Restricted Data to identify any individual person, family, household, employer, institution or organization. If an individual person, family, household, employer, institution or organization is inadvertently identified, or a technique for doing so is discovered, the Investigator who made the identification or discovery will promptly report the identification or discovery to RAND and to the Investigator's institutional IRB, but not reveal it to any other person.
7. No attempt will be made to link Restricted Data with any other dataset, except as specified in an approved Research Plan.
8. The Investigator will ensure that all originals and copies of Restricted Data, on whatever media, will be either returned to RAND, or destroyed, within 36 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 RAND; and the Investigator will certify to RAND that this return/destruction has occurred.

C. Representations by Investigator

The Investigator represents and warrants that:

1. The Investigator has permanent, faculty appointments or faculty-equivalent research appointments at the Receiving Institution. "Permanent" is defined as full time employment throughout the course of the proposed project;
2. All research staff signing "Supplemental Agreements with Research Staff" have a formal affiliation (i.e., employee, currently enrolled student, etc.) with the Receiving Institution and with the research project described in the Research Plan, and will have access to Restricted Data only under the supervision of the Investigator and subject to the terms of the Restricted Data Protection Plan.
3. FOR VERSION 4 RESTRICTED DATA ONLY: The Investigator either: (a) has a current federally-funded research grant or contract or (b) agrees to use the data under the auspices of a federally-funded research center and to abide by restrictions that the Center Director

may impose to comply with the provisions of this agreement. Information about the Investigator's current federally-funded research grant or contract or the about the Center Director's federally-funded grant or contract which provides institutional support to the research center, including the title, principal investigator, grant award or contract number, funding agency, and program or contract officer name, title, and contact information, has been provided to RAND and is attached to this agreement as Exhibit D.

4. The Investigator will submit to RAND the names of Research Staff or co-investigators who no longer have access to the Restricted Data within one month of this change in status.
5. The Investigator will submit to RAND an annual report every year for the duration of this contract. The annual report must include a copy of the Research Plan and the Restricted Data Protection Plan that have been reviewed and approved by the Receiving Institution's Institutional Review Board / Human Subjects Review Committee. The annual report must also include an updated list of all project team members and a list and electronic copies of all publications and documents using the restricted data including slides or posters from presentations, working papers, dissertations, theses, manuscripts, reports, book chapters, and published or forthcoming journal articles prepared since the beginning of the project or since the previous submission of these materials.
6. Each written report, conference presentation, publication, and document based on analysis of the restricted data should include the following statement:

This research uses data from the Displaced New Orleans Residents Survey (DNORS). Data collection for DNORS was funded primarily by grants 1R21HD057608 and 1R01HD059106 from the *Eunice Kennedy Shriver* National Institute of Child Health and Human Development. Information on how to obtain the DNORS data files is available on the DNORS website (dnors.rand.org).

7. Each written report, conference presentation, publication, and document based on analysis of the restricted data should include the following citation:

Sastry, Narayan. 2013. The Displaced New Orleans Residents Survey, 2009–2010. [machine-readable data file and documentation]. Santa Monica, CA: RAND Corporation.

D. Representations by the Center Director (FOR VERSION 4 RESTRICTED DATA ONLY)

The representations by the Center Director in this Section D are required only if the Investigator is applying for Version 4 of the Restricted Data and the Investigator does not currently have a federally-funded research grant or contract and is applying under the auspices of a federally-funded research center.

The Center Director represents and warrants that:

1. The Center Director is currently the Principal Investigator of a federally-funded grant or contract which provides institutional support to the research center, and information on the center's federally-funded grant(s) and contracts(s) has been supplied to RAND.
2. The Center Director has reviewed the Research Plan (Exhibit A), the Data Protection Plan (Exhibit B), and this Restricted Data Use Agreement.

3. The Investigator is known to the Center Director and is affiliated with the research center that the Center Director directs.
4. The Center Director agrees to assume responsibility for insuring compliance with this Restricted Data Use Agreement by the Investigator and all other persons with access to the restricted data.

E. Representations by Receiving Institution

The Receiving Institution represents and warrants that:

1. The Receiving Institution has an Institutional Review Board/Human Subjects Protection Committee with a current Federalwide Assurance (FWA) Certificate, and proof of such certification and the Institution's FWA number has been provided to RAND and is attached to this agreement as Exhibit E;
2. The Research Plan and Restricted Data Protection Plan approved by RAND (and the portions of the Research Plan approved by RAND that deal with respondent anonymity and data security, if any) have been reviewed and approved by the Receiving Institution's Institutional Review Board/Human Subjects Review Committee in accordance with the U.S. Federal Regulations under NIH policy (5/05/00 NIH Guide for Grants and Contracts), using the standards and procedures for live human subjects, and that certification of such approval has been provided to RAND and is attached to this agreement as Exhibit F;
3. The Receiving Institution has formal written policies and procedures for resolving questions of scientific integrity and misconduct, including sanctions against persons who violate those policies; and a copy of those procedures have been provided to RAND and is attached to this agreement as Exhibit G;
4. The Receiving Institution will treat allegations by RAND of violations of this agreement as it does allegations of violations of its policies on scientific integrity and misconduct; and if the Receiving Institution determines that this agreement has been violated, it will treat the violations of this agreement as it would violations of the explicit terms of its policies on scientific integrity and misconduct; and
5. The undersigned representative of the Receiving Institution is a person authorized to enter into contractual agreements on behalf of the Receiving Institution.
6. The Receiving Institution agrees to allow RAND or its designated agent to conduct unannounced and unscheduled inspections of the restricted data site(s) to assess compliance with the terms of this Agreement.

F. RAND's Remedies In Case of Breach of This Agreement

If RAND determines that this Agreement has been breached, RAND may, at its option:

1. Prohibit any of the Receiving Parties, including any research staff who may have received Restricted Data by virtue of a Supplemental Agreement with Research Staff, from obtaining further access to any Restricted Data;

2. Report the breach(es) to the Receiving Institution's office responsible for scientific integrity and misconduct, and demand that sanctions be imposed on the person(s) responsible for the violations;
3. Utilize such other remedies as may be available to it under law, including seeking injunctive relief to prevent unauthorized disclosure of Restricted Data by the Receiving Parties.

G. Other Provisions

1. In the event that one of the Receiving Parties is served with a subpoena or other legal process that seeks disclosure of the Restricted Data, they shall promptly give written notice to RAND to enable RAND to seek a protective order. The Receiving Parties will fully cooperate with any attempt by RAND to seek such a protective order, including but not limited to withholding from production any data before RAND has had an opportunity to obtain such an order to seek review of the denial of such an order or the issuance of an order that RAND deems insufficiently protective.
2. This Agreement shall be governed by the laws of the State of California. Any claim or controversy arising out of or related to this Agreement or any breach hereof shall be filed only in a court of competent jurisdiction, federal or state, in the State of California and in no other jurisdiction, and each party consents to the jurisdiction and venue of such court and to service of process from such court.
3. The parties' rights and obligations will bind and inure to the benefit of their respective successors, and permitted assigns. Receiving Parties shall not assign or delegate their obligations under this Agreement either in whole or in part without the prior written consent of RAND.
4. If any provision of this Agreement is found by a final valid court order to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect.
5. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter.
6. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. In addition to all other remedies to which a party may be entitled by law, this agreement may be enforced by an order for specific performance or for injunctive or other equitable relief without the necessity of any showing that a monetary remedy is not adequate.

H. Incorporation by Reference

The parties agree that the following Exhibits are incorporated into this Agreement by reference:

1. Exhibit A: Research Plan submitted to and approved by RAND.
2. Exhibit B: Restricted Data Protection Plan submitted to and approved by RAND.

3. Exhibit C: Signed Supplemental Agreement(s) With Research Staff.
5. Exhibit D: FOR VERSION 4 RESTRICTED DATA ONLY: Information about the Investigator's current federally-funded research grant or contract or the about the Center Director's federally-funded grant or contract which provides institutional support to the research center, including the title, principal investigator, grant award or contract number, funding agency, and program or contract officer name, title, and contact information.
6. Exhibit E: Receiving Institution's Federalwide Assurance certification statement and number.
7. Exhibit F: Certification of Receiving Institution's Institutional Review Board / Human Subjects Protection Committee's review and approval of the Research Plan and Restricted Data Protection Plan as approved by RAND.
8. Exhibit G: Receiving Institution's policies and procedures for resolving questions of scientific integrity and misconduct.

RESTRICTED DATA INVESTIGATOR

Signature

Date

Name

Title

Telephone number

Institution

Fax number

Address

E-mail address

City

State

ZIP

Project title:

Project start date

Project end date

FEDERALLY-FUNDED CENTER DIRECTOR

Required for Version 4 Restricted Data if the Restricted Data Investigator is not the PI of a currently active federally-funded research grant or contract.

Signature Date

Name

Title

Telephone number

Institution

Fax number

Address

E-mail address

City State ZIP

RECEIVING INSTITUTION

Signature Date

Name

Title

Telephone number

Institution

Fax number

Address

E-mail address

City State ZIP

RAND

PROJECT LEADER

Signature Date

Name

Displaced New Orleans Residents Survey
RAND Corporation
1776 Main Street, P.O. Box 2138
Santa Monica, CA 90407-2138
Tel: (310) 393-0411

INSTITUTION

Signature Date

Name

Contract and Grant Services
RAND Corporation
1176 Main Street, P.O. Box 2138
Santa Monica, CA 90407-2138
Tel: (310) 393-0411