Terms of Use Agreement

National Data Archive on Child Abuse and Neglect

The Investigator accepts the definitions as described and agrees to follow the terms and conditions outlined in this Agreement:

I. DEFINITIONS
   a. Investigator The person who serves as the primary point of contact for all communications involving this Agreement. The Investigator is the person primarily responsible for analysis and other use of Research Data obtained through this Agreement. The Investigator must have a research-related affiliation with an institution or be granted an exception from NDACAN, when allowed by NDACAN procedures. Undergraduate students may serve as Investigators if a faculty advisor co-signs this document.
   b. Institution An organization or business that is registered as a legal entity.
   c. NDACAN The National Data Archive on Child Abuse and Neglect at Cornell University acting on behalf of the Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services.
   d. Promise of Confidentiality A promise to a Research Subject that the information the respondent provides will not be disseminated without the permission of the respondent; that the fact that the respondent participated in the study will not be disclosed; and that disseminated information will include no linkages to the identity of the respondent. Such a promise encompasses traditional notions of both confidentiality and anonymity. Names and other identifying information regarding respondents, proxies, or other persons on whom the respondent or proxy provides information, is presumed to be confidential.
   e. Research Data The original data provided by NDACAN and any variables derived from the original data. Data resulting from merges or matches to the original or derived variables are included in this definition. Aggregated statistical summaries of data and analyses, such as tables and regression statistics, are not considered "derived data" for the purposes of this Agreement.
   f. Research Subject A person, family, household, or organization observed for purposes of research and to whom a promise of confidentiality has been given. A Research Subject includes any person providing information to a study or on whose behalf a proxy provides information.
   g. Statistical Purposes The description, estimation, or analysis of the characteristics of groups, without identifying the individuals that comprise such groups; and includes the development, implementation, or maintenance of methods, technical or administrative procedures, or information resources that support the aforementioned purposes.

II. PRIVACY OF RESEARCH SUBJECTS
   a. Any intentional identification of a Research Subject or unauthorized disclosure of confidential information violates the Promise of Confidentiality given to the providers of the information. Therefore,
   b. The Research Data will be used solely for research or statistical purposes.
   c. No attempt will be made to identify Research Subjects.
   d. If the identity of any Research Subject is discovered inadvertently, no use will be made of this knowledge; NDACAN will be advised of the discovery; the identifying information will be safeguarded or destroyed as requested by NDACAN; and no one else will be informed of the discovered identity.

III. ACCESS TO THE RESEARCH DATA
   a. Access to the Research Data is limited exclusively to the Investigator and to colleagues who also have a signed Terms of Use Agreement on file with NDACAN.
   b. The Research Data will be protected from loss, theft, or unauthorized access.
   c. The Investigator has followed the policies and procedures for conducting research that are in place at the Investigator's institution.

IV. ACKNOWLEDGEMENT
   a. All books, articles, conference papers, theses, dissertations, reports, or other publications that employed the Research Data or other resources provided by NDACAN will acknowledge both NDACAN and the original collectors of the Research Data.

b. Citations of published work using Research Data will be sent to NDACAN for inclusion in a database of related publications.

V. OWNERSHIP OF THE DATA

a. Permission to use the Research Data may be revoked by NDACAN at any time, at its discretion. The Investigator must return all originals and destroy all copies of the Research Data, on whatever media they exist, within 5 days of written request to do so. Failure to comply may be considered a material breach of the Terms of Use Agreement.
b. The Investigator will not make any claim to copyright ownership of the Research Data and accompanying documentation.

VI. DISCLAIMER

a. The original collector of the Research Data, NDACAN, Cornell University, and the agency that funded the research bear no responsibility for use of the data or for interpretations or inferences based upon such uses.

VII. VIOLATIONS OF THIS AGREEMENT

a. If NDACAN determines that the terms of use may have been violated, NDACAN will inform the Investigator of the allegations in writing and will provide an opportunity for a written response within 10 days. Sanctions for violating the License may include the following:

    i. NDACAN may revoke the existing Agreement, demand return of the Research Data, and deny all future access to NDACAN data.
    ii. The violation may be reported to the Investigator's institution and to the Investigator's funding agency with a request for an investigation.
    iii. If the confidentiality of Research Subjects has been violated, the case may be reported to the Federal Office for Human Research Protections, which may result in an investigation of the user's institution.
    iv. A court may award the payment of damages to any individuals or organizations harmed by the breach of the Agreement.

SIGNATURE PAGE TO FOLLOW

INSTRUCTIONS: Fill out this form electronically and save it to your computer. Rename this PDF with your LastName, FirstName and the date in yyyy-mm-dd format e.g. "Doe, Jane 2015-10-30.pdf". Email the form as an attachment to the NDACAN email address NDACAN@cornell.edu and write "Data Order" in the subject line. Very Important: Before receiving the Research Data, the Investigator must submit complete contact information on our on-line web form through this link: http://www.ndacan.cornell.edu/about/about-join-our-mailing-list.cfm

DATASET REQUESTED

DATASET NAME

DATASET NUMBER

Signature of the Investigator

I certify that all information that has been submitted in association with this request for the Research Data is truthful. Furthermore, I acknowledge that I am legally bound by the covenants and terms of this Agreement.

Investigator Signature: I understand this to serve as my legal signature (check the box -required) ☐

Date (required):

Type in the following information in the spaces provided before submitting this document:

Investigator Name

Investigator Title

Investigator Institution

Investigator Email

Signature of the Faculty Advisor (only required if the Investigator listed above is an Undergraduate Student):

I certify that I have reviewed with the Undergraduate Student listed above the requirements of this Agreement and the research policies of our Institution.

Faculty Advisor Signature: I understand this to serve as my legal signature (please check this box) ☐

Date:

Faculty Advisor Name

Faculty Advisor Title

Faculty Advisor Email