NATIONAL DATA ARCHIVE ON CHILD ABUSE AND NEGLECT

Data Use License Agreement for Restricted Data Provided by NDACAN

This Data Use License Agreement ("License") is made and entered into by and between the **National Data Archive on Child Abuse and Neglect (NDACAN)**, the **Investigator,** and **the Investigator's Institution** for purposes of establishing a formal data access and data use relationship in which NDACAN grants the Investigator 36 months of authorized Restricted Data access to enable the Investigator to complete the research project named below ("the research project"), while securing the Restricted Data from unauthorized access. NDACAN, the Investigator, and the Investigator's Institution agree to the following terms and conditions of this License:

I. Definitions:

a. **Restricted Data:** The original data, specified below ("Restricted Data Being Requested from NDACAN"), provided by NDACAN and any variables derived from the original data. Data resulting from merges or matches to the original or derived variables are also 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 License. The data are sensitive but will not contain direct identifiers such as names, initials, addresses, social security numbers, or birth dates.

b. **Statistical Purpose:** Means 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.

c. **Access:** Refers to possessing, storing, copying, deleting, parsing, processing, viewing, hearing, receiving, or otherwise controlling or consuming the data.

d. **Investigator:** The individual who serves as the primary point of contact for all communications involving this License and who assumes all responsibility for compliance with the terms of this License.

e. **Institution:** The organization employing the Investigator.

f. **Research Staff:** Individuals affiliated with the Investigator's Institution, other than the Investigator, who are authorized by NDACAN to access the Restricted Data as collaborators on the Research Project.

g. **Research Project:** The research project requiring access to the Restricted Data, to be conducted by the Investigator at the Investigator's Institution.

h. **Representative of the Investigator's Institution:** An individual who is authorized by the Investigator Institution to enter into contractual agreements on behalf the institution. Examples include President, Vice President, Dean, Provost, Vice Provost for Research, Vice Chancellor for Research, Director of Sponsored Research, or an attorney for the institution. Note that Department Chair is not acceptable.

i. **NDACAN:** The National Data Archive on Child Abuse and Neglect acting on behalf of the Children's Bureau, An Office of the Administration for Children and Families, U.S. Department of Health and Human Services.

II. Items Incorporated by Reference:

a. The "Application for Obtaining Restricted Data from NDACAN" form is incorporated by reference into this License. On this form the Investigator provides information about the research purpose, computing environment details, Research Staff, and other information about their proposed use and protection of the Restricted Data.

b. The "Research Staff Form" is incorporated by reference into this License.

III. Requirements of Investigators, Research Staff, and Investigator's Institution:

a. The Investigator must submit to NDACAN, for its review and approval, an "Application for Obtaining Restricted Data from NDACAN" form which describes the secure computing environment that will contain and protect the Restricted Data.

b. Investigators must hold a faculty appointment or a non-student research position at the Investigator Institution.

c. Research Staff must have an official affiliation with the Investigator Institution.
d. The Investigator's Institution must be an institution of higher education, research organization, or government agency that is registered with the U.S. Office for Human Research Protections (OHRP), or can demonstrate a record of using sensitive data according to commonly-accepted standards of research ethics. If the Investigator's Institution has no Institutional Review Board (IRB), then the Investigator must use a commercial IRB to issue a determination on the human subjects protection compliance of the Investigator's research project.

IV. Authorized Uses of the Restricted Data:

a. The Restricted Data will be used solely for statistical purposes as defined in Section I.b. above and not for any administrative, regulatory, law enforcement, or adjudicatory purpose.
b. Linking the Restricted Data to any datasets at the individual level is prohibited without written authorization from NDACAN.
c. It is prohibited to release or disclose information where the number of observations (i.e., individual discharge records) in any given cell of tabulated data is less than 10. The publication of values of 1-10 is prohibited in text and tables.
d. **Prohibited Use of NDACAN Data with AI Tools:** Data users are strictly prohibited from inputting, uploading, or otherwise sharing NDACAN data with large language models (LLMs) or other artificial intelligence (AI) tools (e.g., ChatGPT, Claude), including files, data values, or any record-level information. This prohibition applies regardless of an AI tool's data-retention, privacy, or training practices, and includes enterprise, institutionally licensed, or locally hosted tools. *This policy includes agentic AI tools that can access files, folders, or computing environments on the user's behalf (e.g., AI coding agents or autonomous assistants). Data users are not permitted to give such tools access to any location where NDACAN data is stored or processed.*
   Existing prohibitions on re-identifying individuals and linking NDACAN data to external datasets without prior written approval continue to apply regarding AI tools.
e. **Permitted Use of AI Tools:** Data users may use LLMs and other AI tools to assist with programming code, syntax, or documentation related to their work with NDACAN data, provided that no NDACAN data is entered into, uploaded to, or otherwise shared with the AI tool.

V. Protection of the Restricted Data:

a. Access to the Restricted Data will be limited solely to the Investigator and to authorized Research Staff. The data may not be shared, sold, or otherwise conveyed to anyone other than the signatories to this License.
b. The Investigator agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security requirements established for these data by the National Institute of Standards and Technology Special Publication NIST SP 800-171 Rev. 3: "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations" (https://csrc.nist.gov/pubs/sp/800/171/r3/final). NDACAN's approval of the Investigator's IT environment (as described on their Application for Obtaining Restricted Data from NDACAN) waives federal provisions which are either not applicable or which present an unreasonable (defined at NDACAN's discretion) barrier to data access.
c. The Investigator will notify NDACAN immediately of suspected breaches of security, loss of hardware or media containing the Restricted Data, or any actual disclosure of Restricted Data to unauthorized individuals.

VI. Reporting and Publication Requirements:

a. The Investigator will provide to NDACAN the bibliographic citation(s) of any publications and presentations developed by the Investigator or Research Staff from the Restricted Data. In the case of publications specifically, the bibliographic citation must be sent to NDACAN concurrent with submission of the manuscript to its publisher. Publications are any work made available to the public in a distributed fashion, including but not limited to journal articles, book chapters, and articles distributed through a Web site.
b. The Investigator will maintain annual contact with NDACAN to confirm or update the information in the

"Application for Obtaining Restricted Data from NDACAN," including the list of active Research Staff.

c. In all publications, the Investigator and Research Staff will include the following acknowledgement and disclaimer:

"The analyses presented in this publication were based on data from *[title of the Restricted Dataset]*. These data were provided by the National Data Archive on Child Abuse and Neglect, and have been used with permission. The data were originally collected under the auspices of *[organization that performed the data collection]*. Funding was provided by *[organization that funded the data collection]*. The collector of the original data, the funder, NDACAN, Duke University, Cornell University, and the agents or employees of these institutions bear no responsibility for the analyses or interpretations presented here. The information and opinions expressed reflect solely the opinions of the authors."

VII. Changes to Research Staff or Change of Institutional Affiliation:

a. Any time Research Staff join the project, including at the beginning of the License, the Investigator will submit to NDACAN a Research Staff Form. Research Staff may not access the Restricted Data until NDACAN approves and countersigns the Research Staff Form.

b. The Investigator will notify NDACAN in writing when a Research Staff person leaves the project, and will certify that the Research Staff's access to the Restricted Data has been disabled, and that all copies of the Restricted Data have been removed from the Staff person's computer.

c. A change in the employer of the Investigator requires the execution of a new License. The Investigator or Investigator's Institution will notify NDACAN of the planned change at least six weeks prior to the relocation.

VIII. Violation of This License:

a. NDACAN acknowledges that, with regard to managing and resolving a License violation at an academic institution, the academic institution may choose to assume some or all costs and/or administrative burden on behalf of the Investigator or Research Staff.

b. If NDACAN determines that the terms and conditions of this License have been violated, NDACAN may:

i. Revoke the existing License and prohibit the implicated individuals from obtaining data from NDACAN in the future.

ii. Report the violation to the Investigator's Institution's Institutional Review Board and request an investigation of the implicated individuals.

iii. Report the violation to the U.S. Office for Human Research Protections and request an investigation of the implicated individuals and the Investigator's Institution.

iv. Report the violation to funding agencies and request that current funding be terminated and future funding denied to all implicated individuals.

v. Pursue other remedies available under applicable state and federal law.

IX. Term and Termination of This License:

a. The provisions of this License shall be effective as of the date when NDACAN delivers the Restricted Data to the Investigator.

b. This License grants the Investigator (and their Research Staff) 36 months of access to the Restricted Data. At the end of 36 months, this License ends and the Investigator must delete the data according to Section X. If the Investigator desires an additional 36 months of data access, they must execute a new License and submit all required documents.

c. The Investigator or the Investigator's institution may terminate this License for convenience upon written notice to NDACAN and that notice must include a Notification of Deletion as described in section X.b.

d. NDACAN will provide written confirmation of the license termination to the Investigator

X. Deletion of Data Upon End of License or Completion of the Research Project:

a. Upon completion of the Research Project or the end of the License term of 36 months, whichever comes first, the Investigator will securely delete all copies of the Restricted Data from their computing environment, including copies to which Research Staff have access.

b. Notification of Deletion: The Investigator will e-mail to NDACAN a signed statement affirming all of the

following: 1) the Restricted Data have been securely erased from the Investigator's computing environment; 2) Research Staff, if any, no longer have access to the Restricted Data; and 3) any physical media (e.g., discs, paper) containing the Restricted Data have been cross-cut shredded into 1/8" or smaller square pieces or deposited into a locked shredder bin to be shredded by a state authorized company.

XI. Data Delivery from NDACAN to the Investigator:

a. Before NDACAN delivers the Restricted Data to the Investigator, NDACAN must receive and approve the following documents: 1) this License; 2) the Application for the Restricted Data; 3) Research Staff Form(s) if applicable; 4) a human subjects protection compliance review notice, issued by an IRB with active status in the OHRP, for the Investigator's research project.

b. NDACAN will deliver the Restricted Data to the Investigator via secure digital file transfer. No physical media (e.g., discs, files) will be created or maintained by NDACAN to fulfill the terms of this License.

XII. Miscellaneous:

a. The persons signing below have the right and authority to execute this License, and no further approvals are necessary to create a binding License, with the exception of items 2-4 listed in section XI.a. which NDACAN must receive and approve before delivering the Restricted Data.

b. No provision of this License may be waived or modified except by a License in writing signed by all parties.

c. There are no intended third-party beneficiaries to this License. Without in any way limiting the foregoing, it is the parties' specific intent that nothing contained in this License gives rise to any right or cause of action, contractual or otherwise, in or on behalf of the individuals whose information is used or disclosed pursuant to this License.

d. This License shall be governed by federal laws, both as to interpretation and performance.

e. In the event of any conflict between the terms and conditions stated within this License and those contained within any other License or understanding between the parties, written, oral or implied, the terms of this License shall govern. Without limiting the foregoing, no provision of any other License or understanding between the parties limiting the liability of the Investigator to NDACAN shall apply to the breach of any covenant in this License by Investigator.

Instructions: This form is intended to be filled out digitally. The Investigator fills out the Investigator section, saves the form, renames it with their last name, first initial, the short name of the restricted dataset, and the word "license" (Example: "Doe, J. NCANDS License.pdf") and emails the form to the Representative of the Investigator's Institution. The Representative of the Investigator's Institution digitally completes their section, and emails the form to NDACAN@cornell.edu, copying the Investigator.

Restricted Data Being Requested from NDACAN:

Research Project Title:

Investigator:

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

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

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Investigator Signature Date: _____

Investigator Name: _____

Investigator Title: _____

Investigator Institution: _____

Investigator Phone Number: _____

Investigator E-mail: _____

Representative of the Investigator's Institution:

By signing this License, this institution agrees that access to these confidential data will be restricted to authorized persons whose names appear on this License and the Research Staff Form, and that this institution is legally bound by the covenants and terms of this License.

Signature of the Representative of the Investigator's Institution: I understand this to serve as my legal signature (check the box - required)

☐

Representative Signature Date: _____

Representative Name: _____

Representative Title: _____

Representative Institution: _____

Representative Phone Number: _____

Representative E-mail: _____

National Data Archive on Child Abuse and Neglect (NDACAN):

Signature of the NDACAN Director or Co-Director (includes Effective Date):

Correspondence related to this License should be sent to: NDACAN@cornell.edu.

National Data Archive on Child Abuse and Neglect (NDACAN)
Form Revision Date: 2026-09-30