NATIONAL DATA ARCHIVE ON CHILD ABUSE AND NEGLECT

Terms of Use Agreement

INSTRUCTIONS: This form is intended to be filled out digitally. Save it to your computer, fill it out, then rename the PDF with your LastName FirstName and the date in yyyy-mm-dd format (e.g., "Doe Jane 2028-03-31.pdf"). Do not print-to-PDF or export the file, only save it, and please don't apply a digital signature because that will lock the file and prevent processing of your form. Email the form as an attachment to NDACAN@cornell.edu and write "Data Order" in the subject line. If you are ordering multiple datasets, you may list them on this form without having to submit separate forms for each dataset. **NOTE:** Before receiving the Research Data, you must submit your complete contact information on our on-line web form through this link: https://www.ndacan.acf.hhs.gov/about/about-join-our-mailing-list.cfm.

This Agreement is between the National Data Archive on Child Abuse and Neglect (NDACAN) and **the person requesting and receiving Research Data from NDACAN**, hereinafter termed "the Investigator."

Section I. Terms of Agreement

(1) The Investigator requests the Research Data for this purpose:

Description of why the Investigator is requesting the data and the purpose and how it will be used (i.e., areas of inquiry/research questions, population being studied, project title, legal proceeding, etc.):

(2) NDACAN agrees to provide the Investigator with the Research Data listed in Section II below.

(3) The Investigator agrees to use the Research Data only for purposes that support the Investigator's task defined in Section I.1 above. The Investigator also agrees to ensure the integrity, security, and confidentiality of the Research Data by complying with the terms of this Agreement and applicable law, including the Privacy Act of 1974 (5 U.S.C. 552a).

(4) This Agreement addresses the conditions under which NDACAN will provide, and the Investigator will obtain, use, reuse, and disclose the Research Data specified in Section II and/or any derivative file(s) that contain direct identifiers or elements that can be used in concert with other information to identify individuals.

(5) The terms of this Agreement can be changed only by a written modification to this Agreement or by the Parties adopting a new Agreement. The Parties agree further that those instructions or interpretations issued to the Investigator concerning this Agreement or the Research Data specified herein, shall not be valid unless issued in writing by a NDACAN representative.

(6) The Parties mutually agree that the Investigator does not obtain any right, title, copyright, or

interest in any of the Research Data furnished by NDACAN.

(7) The Investigator agrees not to disclose, use or reuse, or change the Research Data covered by this Agreement except as specified in this Agreement or except as NDACAN shall authorize in writing. The Investigator affirms that the Research Data is the minimum necessary to achieve the purposes stated in this section. The Investigator agrees that they will not make additional copies of the Research Data beyond what is necessary to store and work with the Research Data.

Section II. Research Data to be Delivered by NDACAN to the Investigator

The following Research Data is covered under this Agreement:

Dataset Title(s):

Dataset Number(s):

Section III. NDACAN Responsibilities

(1) NDACAN will provide the Research Data listed in Section II to the Investigator through a secure data delivery method protocol such as NDACAN's own secure FTP server, Cornell University's enterprise-level Box.com service, or another secure delivery method managed by NDACAN. NDACAN will designate one employee as the point of contact for technical matters involved with delivering the data. No physical media (e.g., discs, files) will be created or maintained by NDACAN to fulfill the terms of this License.

(a) If the Investigator requests an alternative delivery method, they must submit their request with supporting documentation of security protocols. Alternative measures will be reviewed by the Children's Bureau in conjunction with the Administration on Children, Youth and Families Office of the Chief Information Officer (OCIO).

(2) NDACAN does not authorize the Investigator to share the Research Data with others. Any research colleagues of the Investigator must each submit their own Terms of Use Agreement forms to gain licensed access to the datasets.

(3) NDACAN will provide technical assistance to assist the Investigator with issues such as importing the data to an analysis program, clarification of variable labels, or problems with the data as delivered. NDACAN staff cannot, however, replace the role of a statistical analyst or a faculty advisor. The Investigator may email their support requests to NDACANsupport@cornell.edu and an NDACAN analyst who is familiar with the dataset will respond.

(4) Non-routine support requests (e.g., custom data extracts, custom code for statistics routines, etc.) submitted by an Investigator to NDACAN will be reviewed on a case-by-case basis by the NDACAN

Director and/or by the Children's Bureau and at its discretion may be filled, partially filled, or deemed outside the scope of NDACAN's service. NDACAN will provide an explanation of the decision to the Investigator, and will inform the Investigator of the option to submit another request. Investigators should submit requests for special extracts and tables using the Special Data Requests (SDR) form available on NDACAN's website.

Section IV. Investigator's Responsibilities

(1) The Investigator will receive and securely store the Research Data provided by NDACAN.

(a) 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. Recommended safeguards are included in the National Institute of Standards and Technology 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).

(b) The Investigator acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the file(s), if any, specified in Section I is prohibited.

(c) The Research Data may be stored on a network server which incorporates the IV.(1)(a) recommendations and is located on the premises of the Investigator's Institution, or on a cloud service provider (CSP) that is FedRAMP Authorized.

(2) The Investigator agrees to supply updated information about the Investigator's computing setup to representatives of NDACAN on request for the purpose of confirming compliance with the terms of this Agreement.

(3) No Research Data will be transferred or shared by Investigator to any other individual or organization without the expressed written permission of NDACAN.

(4) The Investigator hereby acknowledges that criminal penalties under §1106(a) of the Social Security Act (42 U.S.C. § 1306(a)), including a fine not exceeding $10,000 or imprisonment not exceeding 5 years, or both, may apply to disclosures of information that are covered by § 1106 and that are not authorized by regulation or by Federal law. The Investigator further acknowledges that criminal penalties under the Privacy Act (5 U.S.C. § 552a(i) (3)) may apply if it is determined that the Requestor or Custodian, or any individual employed or affiliated therewith, knowingly and willfully obtained the file(s) under false pretenses. Any person found to have violated sec. (i)(3) of the Privacy Act shall be guilty of a misdemeanor and fined not more than $5,000. Finally, the Investigator acknowledges that criminal penalties may be imposed under 18 U.S.C. § 641 if it is determined that the Investigator, or any individual employed or affiliated therewith, has taken or converted to his own use data file(s), or received the file(s) knowing that they were stolen or converted. Under such circumstances, they shall be fined under Title 18 or imprisoned not more than 10 years, or both; but if the value of such property does not exceed the sum of $1,000, they shall be fined under Title 18 or imprisoned not more than one year, or both.

(5) The Investigator agrees that in the event NDACAN determines or has a reasonable belief that the Investigator have made or may have made a use, reuse or disclosure of the aforesaid file(s) that is not authorized by this Agreement or another written NDACAN authorization then NDACAN, at its sole discretion, may require the Investigator to: (a) promptly investigate and report to the NDACAN CORs Investigator's determinations regarding any alleged or actual unauthorized use, reuse or disclosure (b) promptly resolve any problems identified by the investigation; (c) if requested by NDACAN, submit a formal response to an allegation of unauthorized use, reuse or disclosure; (d) if requested by NDACAN, submit a corrective action plan with steps designed to prevent any future

unauthorized uses, reuses or disclosures; and (e) if requested by NDACAN, destroy the data files it received from NDACAN under this Agreement. The Investigator understands that as a result of NDACAN's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, NDACAN may refuse to release further Research Data to the Investigator for a period of time to be determined by NDACAN.

(6) The Investigator will make no attempt to identify Research Subjects in the Data.

(7) If the identity of any Research Subject is discovered inadvertently, no use will be made of this knowledge; the Investigator will advise NDACAN of the discovery; the identifying information will be safeguarded or destroyed as directed by NDACAN; and no one else will be informed of the discovered identity.

In case of any breach of personally identifiable information (PII) from the NDACAN Research Data, loss of these data, or disclosure to any unauthorized persons, the Investigator agrees to report the matter to the to the NDACAN by telephone (607-255-7799) and email (NDACAN@cornell.edu) notification immediately and to cooperate fully in the federal security incident process. NDACAN will notify the NDACAN CORs at the Children's Bureau. The Investigator shall bear the cost and liability for any breaches of the data file(s) while they are entrusted to the Investigator. NDACAN acknowledges that, with regard to managing and resolving an Agreement violation or data breach at an academic institution, the academic institution may choose to assume some or all costs and/or administrative burden on behalf of the Investigator.

(8) The Investigator will use the Research Data in a manner that is consistent with the work described in Section I.1.

(9) The Investigator will acknowledge both NDACAN and the original collectors of the Data in all books, articles, conference papers, theses, dissertations, reports, or other publications that employ the Research Data or other resources provided by NDACAN. The Investigator will include the following acknowledgement text template:

"The data used in this publication, [Dataset #, Dataset Title(s)], were obtained from the National Data Archive on Child Abuse and Neglect and have been used in accordance with its Terms of Use Agreement license. The Administration on Children, Youth and Families, the Children's Bureau, the original dataset collection personnel or funding source, NDACAN, Duke University, Cornell University, and their agents or employees bear no responsibility for the analyses or interpretations presented here."

(10) The Investigator will submit citations of published work using Research Data to NDACAN for inclusion in a database of publications generated from data at NDACAN.

(11) Disclaimer: The original collector of the Research Data, NDACAN, Duke University, 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.

(12) **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.

(13) **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.

Section V. Ownership of Data and Work Products

(1) Recipients agree that the Research Data provided through this Agreement (and any derivative file(s)) are the sole property of NDACAN and/or the Children's Bureau and shall be used as set forth in this Agreement. The Investigator understands and agree that they may not reuse original or derivative data file(s) for purposes not described in Section I.1 of this Agreement without prior written approval from NDACAN.

(2) Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, graphics, software or other outputs and results developed in the course of this Agreement, together with all patent, copyright, trade secret or other intellectual property or proprietary rights (collectively, the "Developed Works") shall become the property of the Investigator.

(3) NDACAN and/or the Children's Bureau reserves the right to review and comment on any Developed Works completed as a result of the delivery of data by NDACAN to the Investigator.

Section VI. Duration of Agreement and Deletion of Data Upon Termination

(1) This Agreement shall become effective upon the date on which NDACAN delivers the data to the Investigator, and will remain in force until terminated by NDACAN or by the Investigator.

(2) NDACAN reserves the right to contact the Investigator annually to confirm the Investigator's status as an active researcher on the research project described in section I.1., or for other purposes that NDACAN deems necessary to maintain this Agreement (e.g., to update Investigator contact information, to announce corrected versions of datasets, etc.).

(3) This Agreement may be terminated by either of the Parties upon five (5) days written notice to the other Parties.

(4) When the Investigator completes the research project described in Section I.1., the Investigator shall contact NDACAN with a request to terminate the Agreement, and shall securely delete all copies of the Research Data from their computing environment. If the Investigator wishes to begin a new research project with the Research Data, then the Investigator shall submit a new Terms of Use Agreement.

(5) Upon termination of this Agreement, the Investigator shall dispose of the Data received pursuant to this Agreement (and any derivative file(s)) unless another Agreement with NDACAN authorizes its continued use. Disposal means the secure erasure of the Research Data using a secure erasing program such as "Eraser" (https://eraser.heidi.ie). The Investigator agrees to send written notification of the disposal of all data files to NDACAN within 24 hours of the Agreement's termination, and therein also affirm, if applicable, that any physical media (e.g., discs, paper) containing the 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.

(6) NDACAN will provide written confirmation of the license termination to the Investigator.

(7) This Agreement must be formally reviewed whenever a Federal statute is enacted that materially

affects the substance of this Agreement. The result of the review will be a decision agreed upon by the Parties to continue this Agreement unchanged, amend this Agreement, or cancel this Agreement. Any amendments to this Agreement will require the review and approval by authorized officials at NDACAN and/or the Children's Bureau and the Investigator, or their designees.

Section VII. Notices

Any notices to be given under this Agreement shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; or (ii) the date of electronic transmission. Section IX includes the list of primary points of contact for this Agreement.

Section VIII. Amendments

This Agreement may be modified or amended with the consent of the Parties at any time during its term. Amendments to this Agreement shall be in writing and signed by the Parties.

Section IX. Definitions

(1) **The 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.

(2) **Institution:** An organization or business that is registered as a legal entity.

(3) **NDACAN:** The National Data Archive on Child Abuse and Neglect at Duke University and Cornell University acting on behalf of the Children's Bureau, Administration on Children, Youth and Families, U.S. Department of Health and Human Services.

(a) **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.

(b) **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.

(c) **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.

Section IX. Points of Contact

For assistance with data file shipment issues please contact NDACAN via email at NDACAN@cornell.edu or via phone 607-255-7799.

If you need help loading the data or have questions about the contents of the dataset, please email NDACANSupport@cornell.edu and a staff person will contact you. In addition, the Support section of the NDACAN website contains help documents and videos.

Section X. Investigator Signature

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):

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Date: _____

Investigator Name: _____

Investigator Title: _____

Investigator Institution: _____

Investigator Institution Website: _____

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 (check the box):

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Date: _____

Faculty Advisor Name: _____

Faculty Advisor Title: _____

Faculty Advisory Institution: _____

Faculty Advisory Institution Website: _____

Faculty Advisor Email: _____