ICPSR | INTER-UNIVERSITY CONSORTIUM FOR POLITICAL AND SOCIAL RESEARCH

ICPSR 22462

Time, Love, and Cash in Couples With Children Study (TLC3) [United States], 2000-2005

Paula England
Stanford University

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Harvard University

Restricted Data Use Agreement

Inter-university Consortium for
Political and Social Research
P.O. Box 1248
Ann Arbor, Michigan 48106
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Terms of Use

The terms of use for this study can be found at:
http://www.icpsr.umich.edu/cocoon/ICPSR/TERMS/22462.xml

Guidelines for the Contract for Obtaining Sensitive Data from the
Time, Love, and Cash among Couples with Children (TLC3): Qualitative Interviews of Couples after a Birth in Chicago, Milwaukee, & New York City, 2000-2005
Data Sharing for Demographic Research Project

This contract for obtaining the Time, Love, and Cash among Couples with Children (TLC3) sensitive data from the Data Sharing for Demographic Research (DSDR) project requires the signatures of everyone who will have access to the data as well as institutional representatives. Please read the entire package. Your contract will be processed when two copies of all parts, fully completed, are received by DSDR. Please allow a minimum of four weeks for processing. When signed by all parties, this package constitutes a legally binding contract. The contract includes the following items.

Use this as a checklist to ensure that your application package is complete.

- Investigator Information
- Agreement for the Use of Sensitive Data
- Each of the two copies of the agreement must have an original Institutional Signatures page
- Attachment A-Supplemental Agreement with Research Staff
- Attachment B-Security Pledge(s) signed by the Investigator and each Research Staff person
- Attachment C-Faculty Sponsor Pledge/Agreement
- Attachment D-Sensitive Data Security Plan including a completed security plan for your location
- IRB approval of Sensitive Data Security Plan and the research project

PLEASE SEND TWO COPIES OF ALL PAGES OF THE CONTRACT.
A FULLY EXECUTED CONTRACT WILL BE RETURNED TO YOU UPON APPROVAL.

Send completed package to:

Russel S. Hathaway
Data Sharing for Demographic Research
ICPSR
P.O. Box 1248
Ann Arbor, MI 48106-1248

Contract for Obtaining the Time, Love, and Cash among Couples with Children (TLC3) Sensitive Data from the Data Sharing for Demographic Research Project

Data Sharing for Demographic Research Project

Date:

Name of Investigator:

Your Institution:

Department:

Street Address:

City/State/Zip Code:

Telephone: Fax: Email:

Title of Research Project:

Remember: DSDR requires two complete sets of the contract as described on the previous page.

DSDR Use Only

Date Shipped: Expiration date:

Renewed: Expiration date:

Renewed: Expiration date:

Renewed: Expiration date:

Agreement for the Use of the Time, Love, and Cash among Couples with Children (TLC3) Sensitive Data from the Data Sharing for Demographic Research Project

I. Definitions

A. "The Time, Love, and Cash among Couples with Children" (hereafter referred to as TLC3) is the program project undertaken by Paula England and Kathryn Edin under multiple grants from the National Science Foundation and the MacArthur Foundation. It is hereafter referred to as TLC3.

B. "Investigator" is the person primarily responsible for analysis and other use of sensitive data obtained through this agreement.

C. "Research Staff" are all persons, excluding the Investigator, who will have access to sensitive data obtained through this agreement.

D. "Your Institution" is the university or research institution as which the Investigator will conduct research using sensitive data obtained through this agreement.

E. "Representative of Your Institution" is a person authorized to enter into contractual agreement on behalf of Your Institution.

F. "Sensitive Data" includes any TLC3 data from DSDR that might compromise the anonymity or privacy of a respondent to that study. Because of the data consist of detailed information from qualitative interviews; respondents are at a higher risk of deductive disclosure.

G. "Data File" includes any form of data, whether on paper or electronic media.

H. "Funding Agency" is a federal office or institute that provided funding for TLC3. Funding agencies are only the offices, institutes and centers providing the funding; other divisions or institutes within the larger organization are not considered funding agencies.

II. Requirements of Investigators

Investigators must meet each of the following criteria:

A. Have a PhD or other research-appropriate terminal degree.

B. Hold a faculty appointment or research appointment at Your Institution.

Students must meet each of the following criteria:

A. Be enrolled at a degree granting institute of higher education.

B. Submit a signed Faculty Sponsor agreement (Attachment C).

C. Submit a copy of proposal if TLC3 restricted data is to be used for a thesis, dissertation, similar degree requirement, or paper for conference presentation or publication.

III. Requirements of Your Institution

Your Institution must meet each of the following criteria:

A. Be an institution of higher education, a research organization, a government agency, or a non-governmental, not for profit, agency.

B. Have a demonstrated record of using sensitive data according to commonly accepted standards of research ethics.

IV. Obligations of DSDR

In consideration of the promises made in Section V of this agreement, DSDR agrees to:

A. Submit for review by the appropriate official of the University of Michigan (UM) the two originals of this agreement within ten working days of receipt of the two originals properly signed by the Investigator and a Representative of Your Institution.

B. Return one fully signed original to the Investigator by first-class mail within ten working days of receipt of the signed originals from the appropriate UM officials.

C. Provide the data files requested by the Investigator within ten working days of execution of this contract by appropriate officials of UM and send the requested data files to the Investigator on a CD-ROM by certified mail (return receipt requested). All data will be compressed and password protected.

D. Provide electronic documentation of the origins, form, and general content of the data files sent to the Investigator, in the same time period and manner as the data files.

E. Provide up to 5 hours of telephone consultation to the Investigator and/or Research Staff as to the origins, form, and general content of the data files sent, and as to required and preferred techniques for data management of those files.

V. Obligations of the Investigator, Research Staff, and Your Institution

Data provided under this agreement shall be held by the Investigator, Research Staff, and Your Institution in strictest confidence and can be disclosed only in compliance with the terms of this agreement.

In consideration of the promises in Section IV of this agreement, and for use of TLC3 data files from DSDR, the Investigator, Research Staff, and Your Institution agree:

A. That the data will be used solely for statistical analyses, or qualitative analysis used to discern social patterns, and that no attempt will be made to identify specific individuals, families, households, schools, neighborhoods, health services, or institutions; nor will any list of data at the individual, family, household, neighborhood, land area, schools, or health services be published or otherwise distributed.

B. That, if the identity of any person, family, household, school, neighborhood, health service, or institution should be discovered inadvertently, then (1) no use will be made of this knowledge; (2) DSDR will be advised of the incident; (3) the information that would identify the person, family, household, school, neighborhood, health service, or institution will be safeguarded or destroyed as requested by DSDR; and (4) no one else will be informed of the discovered identity.

C. Submit to DSDR for pre-publication review any material that quotes from transcripts before it is submitted for publication or the final copy is submitted as a dissertation. Proper names in the TLC3 data have been changed to pseudonyms, but other identifying information has not been anonymized. Examples of information that might compromise subjects' confidentiality are: names of relatives (e.g. Uncle John), geographic locations such as street or neighborhood names, participation in programs or organizations (e.g. belonging to the Milwaukee Knights of Columbus), or places of employment (e.g. Sears). To mitigate the risk of disclosure, such identifying information must be sufficiently altered in any research presentation (to a conference or colloquium) or in any publication. Submission for review is not required before research presentations, but is required before submission for publication or final submission of dissertations.

    1. The DSDR review will only examine the risk disclosing confidential information, and DSDR will not comment on the content of the publication in any other way.

    2. DSDR will review written material to insure that any TLC3 transcript text or excerpts have been sufficiently anonymized. DSDR will complete review within 10 days of receipt.

D. That no persons other than those identified in this agreement, or in amendments subsequent to this agreement, as Investigator or Research Staff, be permitted access to the contents of sensitive data files or any files derived from sensitive data files.

E. Personnel Changes

    1. Submit to DSDR the names of personnel who no longer have access to the data within one month of personnel departure.

    2. Submit to DSDR the names and signed security pledge(s) of new personnel to have access to the TLC3 sensitive data specified in this agreement.

F. To comply fully with the Sensitive Data Security Plan, which is included as Attachment D of this agreement.

G. To respond fully and in writing within fifteen working days after receipt of any written inquiry from DSDR regarding compliance with this contract or the expected date of completion of work with the TLC3 sensitive data and any data derived therefrom.

H. To supply DSDR with two copies of each of the following:

    1. Completed Investigator Information Form.

2. Agreement for the Use of TLC3 Sensitive data, each with original Institutional Signatures page.

3. Sensitive Data Security Plan (Attachment D).

4. Supplemental Agreement with Research Staff for the Use of TLC3 Sensitive Data signed by each Research Staff person (Attachment A).

5. Security Pledges for the Investigator and each Research Staff person (Attachment B).

6. A copy of the document, originated by the Investigator and signed by Your Institution's Institutional Review Board (IRB), approving the research project AND the secure use, storage, and handling of the TLC3 data outlined in the Sensitive Data Security Plan.

I. To include in each written report, conference presentation, other publication based on analysis of TLC3 sensitive data from DSDR, the following statement:

1. This research uses data from the TLC3, whose primary investigators are Kathryn Edin and Paula England. The TLC3 is a qualitative study and data collection funded by multiple grants from the National Science Foundation and the MacArthur Foundation. Persons interested in obtaining data files from the TLC3 should contact the Inter-Consortium for Social and Political Research, The University of Michigan, Institute for Social Research, P.O. Box 1248, Ann Arbor, MI 48106-1248, netmail@icpsr.umich.edu.

J. To destroy all the electronic and paper files, at the agreed upon date specified in the contract for Obtaining Sensitive Data. DSDR shall be able to request verification documentation, signed by an official Representative of Your Institution, to confirm the data have been destroyed.

K. If in the event the Investigator changes institutional affiliation during the period covered by this contract, the Investigator will take the following actions:

1. Inform DSDR six weeks prior to the date of relocation.

2. Resubmit a security plan for the new institution and obtain approval from DSDR prior to moving any electronic or paper files from the originally approved site to the new location.

3. Destroy all electronic and paper files at the originally approved site prior to the date of relocation.

4. Until the new contract is executed at the new institution, the data cannot be installed or used at the new institution. The Investigator is responsible for the security of the CD containing the data.

5. Within three months of the effective date of the relocation, submit two copies of a new contract with appropriate supporting documentation.

L. To provide annual reports to DSDR, which include:

1. A copy of the annual IRB approval for the research project,

2. A list of public presentations at professional meetings using results based on these data,

3. A list of papers published/accepted for publication using these data, with complete citations,

4. A list of graduate students using the TLC3 data for dissertations or theses, the titles of these papers, and the dates of completion.

VI. Violations of this Agreement

A. If DSDR determines that the agreement may have been violated, DSDR will inform the Investigator and Receiving Institution of the allegations in writing and will provide an opportunity to respond in writing within 15 days. DSDR may also, at that time, require immediate return or destruction of all copies of the TLC3 restricted data in possession of the Investigator, Receiving Institution, and Research Staff. Failure to comply may be considered a material breach of the agreement.

B. If DSDR subsequently deems the allegations unfounded or incorrect, the data may be returned to the Investigator under the terms of the original agreement or such other terms as may be appropriate under the circumstances.

C. If DSDR determines that any aspect of this agreement has been violated, DSDR may invoke these sanctions as it deems appropriate:

1. Denial of all future access to DSDR and ICPSR restricted data files.

2. Report of the violation to the Receiving Organization's office responsible for scientific integrity and misconduct, with a request that the institution's sanctions for misconduct be imposed.

3. Report of the violation to appropriate Federal and private agencies or foundations that fund scientific and public policy research, with a recommendation that all current research funds be terminated, that future funding be denied to the investigator(s) and to all other persons involved in the violation, and that access to other restricted data be denied in the future.

4. Such other remedies that may be available to DSDR and ICPSR under law or equity, including injunctive relief.

VII. Incorporation by Reference

The parties agree that the following documents are incorporated into this agreement by reference:

A. A copy of the IRB approval of the research project, taking into special consideration deductive disclosure risks.

B. The Sensitive Data Security Plan proposed by the Investigator and approved by DSDR.

VIII. Attachments

A. Supplemental Agreement with Research Staff for the Use of TLC3 Restricted-Use Data from the Data Sharing for Demographic Research Project.

B. Security Pledge the Use of TLC3 Restricted-Use Data from the Data Sharing for Demographic Research Project.

C. Faculty Sponsor/Pledge Agreement.

D. Sensitive Data Security Plan for the Use of TLC3 Restricted-Use Data from the Data Sharing for Demographic Research Project.

Institutional Signatures

Investigator	Representative of Your Institution
Signature Date	Signature Date
Name typed or printed	Name typed or printed
Title	Title
Institution	Institution
Building address	Building address
Street address	Street address
City State Zip	City State Zip

****

Representative of DSDR	Representative of UM
Signature Date	Signature Date
Russel S. Hathaway Address	UM Representative Name Address

Attachment A
Supplemental Agreement with Research Staff For the Use of TLC3 Sensitive Data from the Data Sharing for Demographic Research Project

I. The undersigned Research Staff, in consideration of their use of TLC3 sensitive data from the Data Sharing for Demographic Research Project, agree:

   A. That they have read the associated Agreement for the Use of TLC3 Sensitive Data from the Data Sharing for Demographic Research Project and the Sensitive Data Security Plan.

   B. That they are "Research Staff" with the meaning of the agreement.

   C. To comply fully with the terms of the agreement, including the Sensitive Data Security Plan.

II. The undersigned Investigator agrees that the persons designated herein are Research Staff with the meaning of the associated Agreement for the Use of TLC3 Sensitive Data from the Data Sharing for Demographic Research Project.

III. Investigator ensures that each Research Staff person signs this Supplemental Agreement and an individual Security Pledge (Attachment B).

Research Staff

Name	Signature	Date
Name	Signature	Date
Name	Signature	Date
Name	Signature	Date
Name	Signature	Date

Investigator

Name	Signature	Date

Attachment B
Security Pledge
for the Use of TLC3 Sensitive Data from the
Data Sharing for Demographic Research Project

Pledge of Confidentiality

I, _____, through my involvement with and work on my project will have access to sensitive data collected by the Time, Love, and Cash among Couples with Children (TLC3) and provided by the Data Sharing for Demographic Research (DSDR) Project. By virtue of my affiliation with the project, I have access to confidential information and use of data about respondents generally perceived as personal and private. I understand that access to this confidential information and data carries with it responsibility to guard against unauthorized use and to abide by the Sensitive Data Security Plan. To treat information as confidential means not to divulge it to anyone who is not a project member, or cause it to be accessible to anyone who is not a project member. Anything not specifically named as "public information" is considered confidential.

Each person using sensitive data collected by the Time, Love, and Cash among Couples with Children (TLC3) is reminded that disclosing confidential information directly or allowing non-authorized access to such information may subject that individual to criminal prosecution and/or civil recovery and may violate the code of research ethics of my institution.

I agree to fulfill my responsibilities on this project in accordance with the following guidelines:

1. I agree not to permit non-project personnel access to these sensitive data, in either electronic or paper copy.
2. I agree not to attempt to identify individuals, families, households, schools, neighborhoods, health services, or institutions.
3. I agree that in the event an identity of any individual, family, household, school, neighborhood, health service, or institution is discovered inadvertently, I will (a) make no use of this knowledge, (b) advise the Investigator of the incident who will report it to DSDR, (c) safeguard or destroy the information as directed by the Investigator after consultation with DSDR, and (d) not inform any other person of the discovered identity.

_____	_____
Name	Signature
_____	_____
Date	Email

Attachment C
Faculty Sponsor Pledge/Agreement
for the Student Use of TLC3 Sensitive Data from
the Data Sharing for Demographic Research Project

Pledge of Sponsorship

I, _____, through my work and role as a faculty member or research staff at my institution will sponsor and oversee _____'s use of sensitive data collected by the Time, Love, and Cash among Couples with Children (TLC3) and provided by the Data Sharing for Demographic Research (DSDR) Project. By virtue of my affiliation with this student in my official role and capacity, I am responsible for seeing that the requirements in this contract are met by this student.

My signature below indicates that I have read the TLC3 Restricted Data Use Agreement and agree to sponsor the student identified.

Sponsor	Student
_____	_____
Signature Date	Signature Date
_____	_____
Name typed or printed	Name typed or printed
_____	_____
Title	Title
_____	_____
Institution	Institution
_____	_____
Building address	Building address
_____	_____
Street address	Street address
_____	_____
City State Zip	City State Zip

Attachment D
Guidelines for Sensitive Data Security Plan
for the Use of TLC3 Sensitive Data from
the Data Sharing for Demographic Research Project

General Information

All requests must include the following information.

1. The name(s) and responsibilities of the Investigator(s) and the research staff (students, research assistants, and programmers) who will have access to the data. Changes in personnel would require that this information be updated.

2. Security Pledges signed by all project personnel should be included with the Application. As new personnel are added during the period of this contract, an amended Attachment A and new security pledges must be obtained and sent to DSDR. A sample Security Pledge Form is attached (Attachment B).

3. A detailed description of the computer system where the data will be stored and analyzed. This description should include the type of hardware that will be used for storage and analysis, how the computer system handles backups, how long system backup copies of the data are kept; the physical location of the equipment; who has physical access to the equipment; who has permission to use the equipment; who has access to any backups saved; where hard copy information will be printed; who has access to the printer; how hard copy data will be handled, stored, and disposed of; the security system that would prevent unauthorized access to the data; and whether this system is used by other projects.

4. Information on the security of the backup copy of the data that will be made at the Investigator's home site. Only one complete copy of the TLC3 data is permitted; however, time-delimited temporary data analysis files may be created. Temporary data analysis files should be deleted upon the completion of the project. Additionally, temporary data analysis files should be deleted at the beginning of every quarter – January 1, April 1, July 1, and October 1 - and recreated, as necessary, to complete analysis.

5. The time frame for analysis of the data, including the end date of the project. The time frame should not exceed two years from the original date that data files were sent to the Investigator. Research projects requiring the data for more than two years should submit annual requests for continuation three months prior to the end date of the current project. Data, paper and electronic, shall be destroyed on that date unless prior arrangements have been made with DSDR.

Specific Guidelines – Personal Computers

Stand-alone personal computers with data and documentation stored on the hard drive.

1. The computer must be located in a locked office. The office must be locked at all times when not occupied by project personnel.

2. Use of the computer is restricted to project personnel only. In order to use the computer a password must be supplied before access is granted. The password should be a nonsensical combination of numbers and letters. The password should be changed on a regular schedule and never repeated. Storage of the current password should not be in close proximity to the computer.

3. The CD ROM is the only backup copy of the data allowed and should be kept in a locked drawer or file cabinet separately from the documentation and access information. The backup copy of the data must be stored in compressed format and password protected.

4. Any hard copy printouts of the data must be stored in a locked drawer or file cabinet when not being referenced by the researchers. Printed information that is no longer needed must be shredded before disposal. Printouts of data from the TLC3 are not to be distributed to anyone outside project personnel.

Specific Guidelines – Mainframe and Network Computing

1. Access to the data is restricted to project personnel only. In order to access data files, account and file password(s) must be supplied. The password(s) should be a nonsensical combination of numbers and letters. The password(s) should be changed on a regular schedule and never repeated.

2. The original copy of the data on CD ROM should be kept in a locked drawer or file cabinet separately from the documentation and access information.

3. Any hard copy printouts of the data must be stored in a locked drawer or file cabinet when not being referenced by the researchers. Printed information that is no longer needed must be shredded before disposal. Printouts of data from the TLC3 are not to be distributed to anyone outside project personnel.

Description of Parameters for Data Protection Plan

Researchers must provide a concise but detailed data protection plan as part of their application to receive TLC3 Restricted Data.

Purpose of the Data Protection Plan

The *Data Protection Plan* is an important part of the signed agreement between DSDR and the Restricted Data Investigator. If the agreement is executed, all members of the research team with access to the data are contractually obligated to follow all aspects of the *Data Protection Plan*. The fundamental goal of the protections outlined in this plan is to prevent persons who are not signatories to the *Supplemental Agreement With Research Staff* from gaining access to the data. DSDR will not provide Restricted Data if the plan is not written with sufficient specificity, or if DSDR does not deem the data protections to be adequate.

Elements of the Plan

The *Data Protection Plan* applies to the original TLC3 restricted data files received from DSDR, to any copies made by the research team, and to any new data or digital objects derived solely or in part from the original TLC3 restricted data files. The plan also should address how computer output derived from the data (for example, case listings), will be kept secure.

The *Data Protection Plan* should contain the following components:

1. List and describe all locations where the original and copies of the data will be kept;

2. Describe the computing environment in which the data will be used, including:

- Computing platform (e.g., personal computer, workstation, mainframe) and operating system;
- Number of computers on which data will be stored or analyzed;
- Whether PCs used in the research project will be attached to a network or will operate independently (stand-alone);
- Physical environment in which computer is kept (e.g., in room with public access, in room locked when not in use by research staff);
- List and describe device(s) on which data will be stored (on network server, on mainframe computer storage device, on PC hard drive, on removable storage device such as CD, floppy drive, or zip drive);
- Describe methods of data storage when data are not being used;
- Describe methods of transmitting the data between research team members (if applicable);
- Describe methods of storage of computer output both in electronic form and in hard copy (on paper or other media); and
- Describe the instruction in data protection policies that will be provided to each staff member and student before they receive access to the data.

Types of Protection Expected

Although they will vary with the version of the restricted data and may vary across research projects and depend on the host institution, a successful *Data Protection Plan* should include some or all of the following features:

- Password-protected access to all computers storing the data;
- Password protection on all computers should be activated whenever a data user leaves the office or after five minutes of non-activity;
- All files containing data stored in password-protected, encrypted form;
- No storage of the data on laptop computers, network servers, etc.;
- No automated backup copying of the data;
- Removable devices holding the data (CDs, diskettes, zip drive disks, etc.) stored in a locked compartment or room when not in use;
- Data on removable devices should be stored in password-protected, encrypted files;
- Detailed printouts derived from data analysis stored in a locked compartment or room when not in use;
- Shred all detailed printouts that are no longer needed;
- Prepare and maintain a log of all data files acquired. Date materials are received, copied, and returned or destroyed should be recorded;
- Note that all files containing restricted data will be destroyed at the end of the project;
- Note that all violations to the Data Safeguarding Plan will be reported to the Principal Investigator and the appropriate IRB official(s);
- No transmittal of data or detailed tabulations via e-mail or e-mail attachment (either over the Internet, an Intranet system, or within a local area network). Data can be transmitted by FTP provided that the data files are password protected and encrypted and the files are not placed on a public server that is accessible without a password;
- Use of e-mail, e-mail attachment, FTP, or any other means of electronic transfer to transmit *only* results from regression analyses and aggregate descriptive analyses; and
- Briefing procedures for research staff who have access to the Restricted Data about the *Data Protection Plan*, appropriate data use, and penalties for inappropriate use.

The Restricted Data Investigator must regularly monitor procedures for use of the data by staff and colleagues. He/she should post clear rules about Restricted Data use in a location that is readily visible to staff. At the conclusion of the research project, researchers are required to return all the data media to DSDR and destroy all data files and unpublished printouts.

CHECKLIST

Please make sure that all items on this checklist are completed before submitting the TLC3 Restricted Data Use Agreement to DSDR.

1. A research proposal has been attached that describes:
   a. The topics, methods, and intended products of the proposed research [ ]
   b. The plans for the protection of confidentiality of research subjects and the security of the data (Data Protection Plan). [ ]
2. The research project, including the proposed use of the restricted data, has been reviewed and approved by the Receiving Institution's Institutional Review Board (IRB), Human Subjects Protection Review Board, or equivalent committee [ ]
3. The Restricted Data Use Agreement has been signed by:
   a. Investigator [ ]
   b. Representative of the Receiving Institution [ ]
4. The Supplemental Agreement with Research Staff form has been signed by all research staff to have access to the TLC3 restricted data [ ]