U.S. Department of Justice
Office of Justice Programs
Office of Juvenile Justice and Delinquency Prevention

ICPSR 23520

Juvenile Residential Facility Census, 2002 [United States]

United States Department of Justice. Office of Justice Programs. Office of Juvenile Justice and Delinquency Prevention

Application for Use of the ICPSR Data Enclave

Office of Juvenile Justice
and Delinquency Prevention

ICPSR

P.O. Box 1248
Ann Arbor, Michigan 48106
www.icpsr.umich.edu

General Information on the Use of the ICPSR Data Enclave

ICPSR Bylaws state that "data and other material provided are to be used solely for statistical analysis and reporting of aggregated information, and not for investigation of specific individuals or organizations" and requires all users of its materials to give "assurance that such uses of statistical data will conform to widely-accepted standards of practice and legal restrictions that are intended to protect the confidentiality of research subjects." (ICPSR Bylaws, Article I, Section 2.C)

Each data collection in the ICPSR Archive has been examined to ensure that the contents of the collection do not violate explicit or implicit pledges of confidentiality given to respondents or research subjects. Data items that could be used to identify individual respondents are typically removed, masked, or collapsed in the public-use versions of the datasets prepared by ICPSR and released to the research community. However, not all research questions can be addressed with public-use versions of data. Those versions may not have sufficient detail to adequately answer research questions or, due to the confidential nature of the data, there may not be a public-use version. The ICPSR Data Enclave will permit researchers access to data that are not available to the general public because of respondent confidentiality concerns, under circumstances that provide sufficient controls on the researchers' use of the data and sanctions for violation of respondent confidentiality so as to reasonably ensure the continued confidentiality of respondent identifying information.

The ICPSR Data Enclave is located at the ICPSR offices in the Perry Building, 330 Packard Street, Ann Arbor, MI 48106-1248 and provides a secure environment in which researchers can access and analyze restricted data.

Application Procedure

Before a researcher applicant can be granted access to restricted data, a research proposal containing the information listed below must be submitted and approved.

Cover letter

Project title

Abstract

Researcher personal and affiliation information

IRB approval from the sponsoring institution

Current resume or vitae

Dates of proposed use of the data enclave

An estimation of the total hours expected to be working in the data enclave

Funding source(s), if any, for user project

A detailed summary of the proposed research including a description of why the publicly available files (provided they exist) are not adequate for the research plan

A complete list of data enclave files being requested

A description of user supplied data, if any, to be merged with restricted data including documentation, file layout, and number of records.

A list of software requirements (application lists those routinely provided)

A description of proposed analysis and expected analysis results, including a description of all information that is expected to be retained for subsequent use

Description of intended use of research results, including plans for public dissemination

A list of special needs requirements (if any)

Two signed copies of the Confidentiality Agreement for Use of ICPSR Enclave Data

Data Enclave Use Policies

Application review process

The application review process consists of three steps. The application is initially reviewed by dedicated data enclave staff to ensure all requested information has been supplied. Staff assesses any data manipulation services requested and additional software needs, along with the proposed use dates for the data enclave. Once these are addressed, the application is forwarded to the ICPSR unit manager who is most familiar with the requested restricted data. The manager will recommend approval or rejection and the recommendations will be incorporated into the application. The application is then reviewed by a committee consisting of three faculty researchers who are knowledgeable about the proposed research and appointed by the ICPSR Director. The committee will review all aspects of the proposal and communicate directly with the researcher as needed. Once the application is approved, data enclave staff will contact the researcher. The entire review process is expected to take four to six weeks.

User charges

ICPSR's policy is not to charge for use of the data enclave, with one exception. If the researcher supplies data that must be merged with enclave data, ICPSR would assess a fee to recoup some of the cost of ICPSR staff time for this activity.

User-supplied data

When supplying his/her own data, the user must consult with enclave staff prior to using the data enclave to ensure that the user-supplied data can be merged with restricted data. The format must be consistent with that of the restricted data (ASCII files, not system files). The data must be supplied in advance of the visit and the merging completed prior to the researcher's use of the data enclave. The user-supplied file, the merged file, and information used in linking it with the restricted data will be saved to removable media for the researcher for a period of two years solely to assist the user in recreating this information in the event it is lost or destroyed. These files will physically reside in the data enclave and may be destroyed prior to the two-year period to the extent permitted by law upon written request of the researcher or where ICPSR otherwise determines that destruction of the files is appropriate or necessary to ensure confidentiality or for other reasonable business purposes.

Role of the data enclave monitor

ICPSR must be concerned with maintaining physical security of the data enclave and with maintaining the confidentiality of respondents in the datasets being analyzed. The data enclave monitor will be present in the enclave at all times when the enclave is in use by a researcher. Researchers cannot bring any electronic devices including laptops or other portable computing devices into the data enclave. All materials brought in are subject to review by the monitor, and the decision of the monitor is final.

Disclosure review of output

Absolutely no papers, notes, printouts, computer media or other materials can leave the enclave without first being examined for disclosure risks. The researcher will work closely with a research associate to document the analyses performed and the location of work files on his/her designated directory. At a later time, all the analysis output will be reviewed by the applicable ICPSR unit manager for disclosure risks. Researchers can expect a recommendation on the release of their output within two to three weeks. Approved analysis output will be sent to the researcher on media supplied by ICPSR. ICSPR will keep a copy of all output that has been reviewed for disclosure risk in a locked cabinet in the data enclave for a period of two years for the primary purpose of assisting the user in recreating this information in the event it is lost or destroyed. Output files may be destroyed prior to two years from initial creation to the extent permitted by law upon the written request of the researcher or where ICPSR otherwise determines that destruction of the files is appropriate or necessary to ensure confidentiality or for other reasonable business purposes.

The Secure Data Enclave Environment

The network in the data enclave is isolated from other networks which mean that the workstations do not have e-mail or Internet access. A unique password-protected profile is created for each data enclave user that allows the user to access the restricted data files specified in the application from these workstations. Access to the data enclave printer is restricted to the data enclave monitor. Each workstation has a high speed Pentium computer with Windows XP, Microsoft Office Suite and SPSS, SAS and Stata statistical packages. All removable media access ports have been disabled. Researchers cannot bring any electronic devices, including laptops or other portable computing devices into the data enclave. All materials brought in are subject to review by the data enclave monitor, and the decision of the monitor is final. Lockers are provided outside the enclave for secure storage of personal belongings. Data enclave users will have access to a workstation outside the enclave for e-mail and telephone access. Typically, the enclave is open during normal business hours, i.e., Monday through Friday, 8:00 -6:00, although extended hours can be arranged in advance. No food or drink is allowed in the enclave.

Violation of Agreement

If ICPSR determines that any aspect of the Confidentiality Agreement for Use of ICPSR Data Enclave has been violated, ICPSR may invoke these sanctions as it deems appropriate:

Denial of all future access to ICPSR Enclave Data

Withholding of any output or related files not yet delivered to the Researcher

Report of the violation to the Researcher's Institution's office responsible for scientific integrity and misconduct, with a request that the institution's sanctions for misconduct be imposed

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, and that future funding be denied to the Researcher and to all other persons involved in the violation

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

Where to Submit Applications

All application materials for the use of the ICPSR Data Enclave should be mailed to:

Director

National Archive of Criminal Justice Data

Inter-University Consortium for Political and Social Research

Institute of Social Research

P.O. Box 1248

Ann Arbor, MI 48106-1248

Questions about this application procedure may also be sent to the above address or forwarded via facsimile (734-647-8200) or email (netmail@icpsr.umich.edu).

Application for Use of ICPSR Data Enclave

INSTRUCTIONS: Please provide the following information. Additional information may be attached to this form.

Applicant information:

Name of Researcher:

Title:

Department (if applicable):

Organization:

Street Address:

City, State, ZIP:

Phone:

Fax:

Email:

List the studies and restricted files you plan to use in the data enclave.

Indicate the date(s) you wish to use the data enclave.

Indicate the total number of hours of intended data enclave use.

Title of research project and a short abstract for the project for which the data enclave is needed.

Describe the funding source(s), if any, for this research project.

Provide a short description of the research project including research questions, primary methodology, and categories of variables to be used. Also indicate why the public-use file(s), if available, is (are) not adequate for the conduct of the project. Attach additional sheets if required.

Describe the proposed analysis and expected analysis results, including a list of study variables contained in output you plan to export.

Describe all the ways that you intend to use the results of the research, including plans for public dissemination.

Provide an estimate for the completion date of your research project.

If you plan to merge your data with the restricted data, provide a detailed description of your data, including documentation, file layout, number of records, and records per case.

The following statistical software resides on the PC in the data enclave: SAS, SPSS, and Stata. Indicate what additional software, if any, is needed.

List any special needs in terms of your use of the data enclave.

Attach your current vitae.

Attach the IRB approval form from your sponsoring institution for this research project.

Attach two signed copies of the Confidentiality Agreement for Use of ICPSR Enclave Data.

Confidentiality Agreement for Use of ICPSR Enclave Data

Instructions: Please submit two original-signature copies of this Agreement; both will be countersigned and one returned to you.

The undersigned, _____[NAME] ("Researcher"), and _____[NAME of representative] on behalf of _____[NAME of Institution] ("Institution") hereby agree to the following terms and conditions for access to data through the Inter-university Consortium for Political and Social Research ("ICPSR"):

Items Incorporated by Reference

The Application for Use of ICPSR Data Enclave, as approved by ICPSR, is incorporated by reference into this Agreement.

Uses of the Enclave Data

"Enclave Data" includes any information permitted to be accessed by the undersigned Researcher(s) through ICPSR, including without limitation ICPSR data accessed by Researcher during his/her visit to the Data Enclave, merged files containing ICPSR and user-supplied data, and any information used to link user-supplied data with ICPSR data.

The Enclave data will be used solely for the purpose of scientific and public policy research, and not for any administrative, proprietary, or law enforcement purposes.

The Enclave data will be used to generate statistical summary information only and may not be used for any purpose that may allow any individual, family, household, business or organization to be identified

The Enclave data will be used solely for the research purposes described in the Application for Use of ICPSR Data Enclave, incorporated by reference into this document.

No attempt will be made to identify any individual person, family, household, business, or organization. If an individual person, family, household, business or organization is inadvertently identified, or if a technique for doing so is discovered, the identification or discovery will be immediately reported to ICPSR data enclave staff, and the identification or identifying technique discovered will not be revealed to any other person or entity.

Data Security Procedures

No copies will be made by Researcher of any files, portions of files, or Enclave Data to which access is granted.

No paper, including written notes pertaining to the identification of any establishment, individual, or geographic area that may be revealed in the conduct of my research in the enclave, will be removed by Researcher from the Enclave.

No printouts, electronic files, documentation or media will be removed by Researcher from the enclave until they have been reviewed for disclosure risk by enclave staff after the researcher's visit.

Duration of this Agreement

This Agreement will go into effect upon its approval by ICPSR. Upon acceptance by ICPSR, the Researcher may have access to Enclave Data as defined herein until the completion of the applicable research project, as noted in the Application for Use of ICPSR Data Enclave, or 24 months from the date this Agreement is accepted by ICPSR, whichever comes first. If any violation of

ICPSR policy or breach of this agreement by the Researcher occurs, ICPSR may revoke the rights granted herein immediately. If, at the end of 24 months, access to ICPSR Data Enclave is still desired, the Researcher must contact ICPSR in writing requesting such continued access.

Post-Approval Modifications to Submitted Materials

If changes in research plans will alter the information originally submitted as part of this Agreement, the Researcher shall provide the ICPSR with a copy of the revised materials and a memorandum describing the changes in advance of the revisions. These revisions will be considered proposed amendments to this Agreement and may not be implemented until written approval is received by ICPSR.

A change in the employer of the Researcher requires the execution of a new Confidentiality Agreement for Use of ICPSR Data Enclave. Provided, however, that the execution of a new Agreement does not waive Institution's liability hereunder, unless specifically agreed to by ICPSR in writing.

Violation of this Agreement

If ICPSR determines that the Agreement or applicable ICPSR policy(ies) may have been violated, ICPSR will inform the Researcher and Institution of the alleged violation(s) in writing and will provide Researcher and Institution with an opportunity to respond in writing within 10 days. If ICPSR determines that the alleged violation(s) in whole or any part did occur, ICPSR will decide upon and notify Researcher and Institution of the appropriate sanction(s). Researcher and Institution hereby acknowledge and agree to ICPSR's right to determine sanctions under this Agreement in its sole judgment.

If ICPSR determines that any aspect of this Agreement has been violated, ICPSR may invoke one or more of the following sanctions as it deems appropriate:

Denial of all future access to ICPSR Enclave Data

Withholding of any output or related files not yet delivered to the Researcher

Report of the violation to the Researcher's Institution's office responsible for scientific integrity and misconduct, with a request that the institution's sanctions for misconduct be imposed

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, and that future funding be denied to the Researcher and to all other persons involved in the violation

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

Researcher and Institution Liability

Researcher and Institution acknowledge that s/he/it/they can be held legally liable for any harm incurred by individuals or establishments if identifiable information contained in the enclave files to which Researcher will have access is disclosed.

Researcher and Institution agree to hold harmless and indemnify ICPSR and the University of Michigan, its agents and employees, for any breaches of confidentiality, breach of this Agreement, or any other claim, demand, or action arising out of Researcher's research. Researcher and Institution also agree that any actions arising under this Agreement will be governed by Michigan law and consent to the exclusive jurisdiction of the state courts of the State of Michigan for resolution of such actions.

Researcher and Institution certify that all materials submitted with this application for the Use of ICPSR Data Enclave are truthful.

Furthermore, Researcher and Institution acknowledge that they are legally bound by the covenants and terms of this Agreement, and that violation will constitute unethical professional practice and may subject them to the sanctions listed above.

Researcher

Signature

Date

Typed Name

Title

Institution

Building/Room Number

Street Address

City/State/ZIP

Telephone

Fax

E-mail

Representative of the Researcher's Institution

By signing this Agreement, _____ [NAME of Institution] agrees that it is legally bound by the covenants and terms of provided herein.

Signature

Date

Typed Name

Title

Institution

Building/Room Number

Street Address

City/State/ZIP

Telephone

Fax

E-mail

Representative of the Inter-university Consortium for Political and Social Research

Signature

Date

Typed Name

Title

(Signatory delegated by Chair of ICPSR Council)

ICPSR

P.O. Box 1248

Ann Arbor, MI 48106-1248

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Fax: (734) 647-8200

E-mail: netmail@icpsr.umich.edu