ICPSR | INTER-UNIVERSITY CONSORTIUM FOR POLITICAL AND SOCIAL RESEARCH

ICPSR 34892

# Incident-based, Case Processing, and Criminal History Information on Felony and Domestic Violence Defendants in Large Urban Counties in 2002

*United States Department of Justice. Office of Justice Programs. Bureau of Justice Statistics*

Restricted Data Use Agreement

Inter-university Consortium for
Political and Social Research
P.O. Box 1248
Ann Arbor, Michigan 48106
www.icpsr.umich.edu

National Archive of Criminal Justice Data
Inter-university Consortium for Political and Social Research
Institute for Social Research
University of Michigan

# POLICY REGARDING DISTRIBUTION OF RESTRICTED USE DATA COLLECTIONS AND PRESERVATION OF CONFIDENTIALITY IN ARCHIVAL DATA

The purpose of the National Archive of Criminal Justice Data (the Archive) is to acquire, process, and disseminate computer-readable versions of quantitative criminal justice data files in support of empirical research on crime and criminal justice. The ready availability of such information creates varied opportunities for the diverse application of criminal justice data sets. Moreover, it insures an appropriate return on the substantial investment in original data collections. In short, secondary analysis of criminal justice data provides relatively cost-effective, efficient, and unimpeded opportunities for conducting research, evaluation, policy analysis, or related endeavors.

The sole permitted and intended use of archival data is for statistical analysis of trends, groups, or categories of cases, not for investigations of specific individuals or organizations. Nevertheless, whenever data are made available in convenient and readily accessible form, the possibility of intentional or inadvertent disclosure of confidential or erroneous information on individuals or organizations is present. In recognition of this possibility, the Archive has developed policies designed to insure an appropriate balance between individual privacy and the essential need of the research community for data. The issue of confidentiality applies to a variety of data including personal interviews, observation records, notes and recordings, organizational and institutional data, location or geographic coordinate data, and public records.

The policies of the National Archive of Criminal Justice Data conform to the general policies of the Inter-university Consortium for Political and Social Research (ICPSR) for the preservation of confidentiality, and extend them to deal with problems specific to the nature of criminal justice data holdings. The policies are as follows:

I. As a matter of routine practice, the Archive does not maintain nor create and disseminate public use data sets that contain confidential information. The term “confidential” refers to data that directly identify individuals or organizations or which can be used indirectly or in combination to identify individuals or organizations. Each data set received by the Archive is reviewed for the purposes of identifying information that presents problems of preserving confidentiality.

   The Archive staff, in consultation with the principal investigator for the study, identify variables that must be modified to preserve confidentiality. Direct identifiers are usually removed from all data collections. The exceptions include cases in which identification is not considered detrimental to the individual or organization and does not violate the conditions under which the data were originally collected or obtained by the Archive. Other variables that present problems of confidentiality are deleted, aggregated, blanked, masked, or otherwise modified. All such changes in the data are noted in the data documentation

A public use version of the data collection that incorporates all of the above data changes is then prepared for general distribution. The documentation of the public use data collection includes a description of the variables that are masked, a description of the nature of the deletions and modifications, and the revised frequencies for these variables. In addition, the Archive maintains a version of the data collection with the variables in their unmodified state (a restricted use data collection) which can be used for preparing tabulations or for analysis under the conditions described below.

II. The Archive maintains its own version of data collections which contain original variables (known as restricted use data collections) and sometimes entertains requests for data reduction or analysis involving masked variables. The Archive staff judges whether the analytic results preclude the identification of individual records and supplies only those results that do. On occasion, these decisions are made in consultation with the principal investigator in order to insure that original guarantees made to sources or respondents are not violated.

III. The Archive is aware that for some research, neither the publicly available data collection nor staff-generated analyses may suffice. Therefore, researchers with bona fide research interests (as documented in a written research proposal receiving human subjects protection approval from the requester's institution) may request in writing a restricted use data collection using the Restricted Data Use Agreement appearing below. All requests for access to a restricted use data collection are reviewed by the Archive. The Restricted Data Use Agreement includes a statement that the data collection is to be used only by the requestor for the sole purpose of statistical analysis, and that appropriate safeguards for security and eventual disposal of the restricted use data collection have been made.

*For further information or assistance completing your application, contact*:

Christin Cave, Information Technology Specialist
E-mail: ccave@umich.edu
Secondary E-mail: nacjd@icpsr.umich.edu
Primary Telephone : (734) 764-4315
Secondary Telephone : (800) 999-0960
Fax: (734) 647-8200

## Instructions for Preparing the Application

To avoid processing delays of your application, carefully read ALL of the Restricted Data Use Agreement instructions.

**Requesting Access to Restricted Data**

Requests for access to all data from the *Project on Human Development in Chicago Neighborhoods* are made online. Use the link found in the **Access Notes** field on the study home page for a particular PHDCN study to connect to the ICPSR Restricted Use Data Contract Portal.

All other requests for NACJD restricted data are done using the application forms for Restricted Data Use. Please read all of the instructions provided in the Restricted Data Use application. Items in **bold** must be returned to NACJD unless indicated otherwise.

- NACJD Policy
- Instructions for Preparing the Application
  - Elements of a Successful Application
    - Examples of Acceptable Project Descriptions
    - Examples of Acceptable Data Protection Plans
- **Restricted Data Use Agreement**
  - **Restricted Data Use Agreement form between NACJD and Investigator**
  - Restricted Data Use Agreement terms
  - **Signature page**
  - **Supplemental Research Staff Form (required for applications with students or other staff requesting access to the data in its restricted from)**
  - **Project Description**
  - **Data Protection Plan**
  - **Privacy Certificate (for NIJ sponsored research only)**
  - **Checklist of required forms**
- Citing data in publications and presentations

**An original copy of this agreement with all necessary signatures is required.** Faxed or scanned copies sent as an e-mail attachment are acceptable for review purposes only. The paper hardcopy with original signatures must be received before the data will be sent to you. Restricted access data is provided on a password-protected compact disc, which is mailed to the requestor with a signature requirement. Please ensure the mailing address given in the Agreement is appropriate for this method of delivery, as someone must be available at the address provided to receive and sign for the data. When completing the Restricted Data Investigator Information, please provide the address where the data will be received.

Please mail original, signed copies of the application to:
National Archive of Criminal Justice Data
Inter-university Consortium for Political and Social Research
Institute for Social Research
P.O. Box 1248
University of Michigan
Ann Arbor, MI 48106

Once the application is complete, the Archive Director will review it. Upon approval, another department loads the data and documentation onto a CD and mails it to the address provided in the Restricted Data Use Agreement. The package containing the CD is mailed via USPS, certified, return receipt requested. This whole process can take 4-6 weeks.

## Elements of a successful application:

### Project Description

The Project Description should explain why the restricted data are required for their research. It should also address objectives, analysis, and dissemination plans.

### Applicant Information/Types of Applicants

University Students

University students may gain access to the restricted data, but a faculty advisor must serve as Restricted Data Investigator. Students are welcome to apply as Supplemental Research Staff under the direct supervision of a faculty member at their institution. The faculty advisor and institution bear full responsibility for ensuring that all conditions of the Agreement are met by the student, who must sign the Supplemental Agreement with Research Staff form.

Research Staff

Individuals who work for or with the Investigator in their capacity as employees or students of the Institution that want access to the Confidential Data may gain access by completing and signing a Supplemental Agreement with Research Staff form in which case the Investigator and Institution are ultimately responsible for the compliance of all such persons accessing the data. This category may include students that require access to the Restricted Data to perform work within the scope of their coursework, research, or employment with the Institution. In cases where the student is not an employee of the Institution (including undergraduate students), the Investigator shall be the student's faculty advisor or other faculty member. Under such circumstances, the Investigator and Institution shall bear fully responsibility for ensuring that all conditions of the agreement are met by the student.

Co-Investigators from the same organization may gain access by completing and signing a Supplemental Agreement with Research Staff form.

Non-university Staff

Unaffiliated scholars, freelance consultants, employees of research organizations not affiliated with a university must make arrangements to fulfill the IRB requirement. In some cases, a co-investigator with a university affiliation must request the data; in others, the confidentiality safeguards of the organization employing the researcher may be considered sufficient. Applicants in these situations should be particularly careful to provide full details of their plans for use of the data and for safeguarding it.

Co-Investigators at different institutions

Co-investigators from different organizations must each make a separate request for the data, complete with a data protection plan and the required signatures. Each request should refer to the fact that the researchers will be working together. The only situation in which the Supplemental Form for Research Staff is sufficient to allow multiple researchers access to the data is where there is one primary researcher who is in a position to supervise the use of the data by all others, and has the authority to discipline them for misuse.

**Institutional Review Board Documentation**

College and university Institutional Review Boards (IRBs) review research proposals in order to safeguard human subjects who participate in biomedical or behavioral research. Confidentiality and disclosure risk limitation are major concerns of IRBs.

All applications require the IRB of a researcher's institution to review proposals to analyze NACJD restricted and enclave data. The IRB approval or exemption must be submitted with the researcher's application to access the data indicating that an IRB officer has reviewed the request and finds the project's terms of use for the requested data to be in compliance with the receiving organization's human subject and confidentiality rules. Some universities exempt secondary analysis projects from review. In these cases, a researcher's application to access restricted data must include a declaration that the project is exempt from the institution's IRB review.

**Data Protection Plan**

The NACJD Restricted Data Use Agreement requires researchers to include a data protection plan as part of their research proposal (see item 19). This page explains the information that should be included in the plan.

Purpose of the Data Protection Plan: The Data Protection Plan becomes part of the signed agreement between ICPSR and the Restricted Data Investigator(s). 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 Restricted Data Use Agreement of the Supplemental Agreement With Research Staff from gaining access to the data. The agreement will not be executed if the plan is not written with sufficient specificity, or if data protections are not deemed adequate by ICPSR.

What should be covered by the plan: The Data Protection Plan applies to both the new raw data file received from ICPSR as well as any copies made by the research team, and any new data derived solely or in part from the raw data file. The plan also should address how computer output derived from the data will be kept secure. This applies to all computer output, not only direct data listings of the file.

Components of the Plan: Your Data Protection Plan should contain the following components:

- Make reference to Title of Research Project and Principal Investigator(s)
- List and describe all locations where copies of the data will be kept
- Describe the computing environment in which the data will be used:
    - Computing platform (PC, workstation, mainframe platform)
    - Number of computers on which data will be stored or analyzed
    - Whether personal computers 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 how data will be stored (e.g., on PC hard drive, on removable storage media such as CD, diskettes, 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 (in electronic form as well as on paper)

Types of protection expected: Although there are alternative ways to assure security for the data and applicants should prepare their plans in a manner that best meets their needs, some or all of the following features are typically found in satisfactory data protection plan:

- Password protection for all files containing data (note that password protection is not regarded as sufficient protection by itself)
- Removable storage media holding the data (e.g., CDs, diskettes, Zip disks, etc.) kept in a locked compartment/room when not in use
- Printouts derived from data analysis storied in a locked compartment/room when not in use
- No storage of the data on any network, including LANs, Internet enabled, etc.
- No transmittal of data or analysis output derived from the data via e-mail, e-mail attachments, or FTP (either over the Internet, an Intranet system, or within a local area network)
- Use of the data on a dedicated computer kept in a secure room and not connected to a network
- No backup copies of the data to be made
- Data stored in strongly encrypted form

## Examples of Acceptable Project Descriptions

*Example 1*

Title: The role of U.S. citizenship status in relation to contextual variations in punishment

Description: Variations in punishment across jurisdictions in the United States will be examined in depth, but focusing on the role of U.S. citizenship status on sentencing outcomes in the federal criminal justice system. The underlying idea is to determine whether a defendant's citizenship interacts with specific factors that reflect important differences across districts. The study will compare some representative judicial districts according to their demographic composition and a handful of other pertinent factors that are likely to provide a deeper understanding of the role of defendant's citizenship on sentencing. I will use *Monitoring of Federal Criminal Sentences, 2008* (ICPSR 25424), which contains data for FY2007-08 about the defendant's citizenship, defendant's country of citizenship if not the United States, defendant's ethnic origin and race, and other defendant background characteristics. It also includes relevant data about court characteristics, sentencing outcomes, and the caseload nature.

*Example 2*

Title
The Consequences of Mass Incarceration on Residential Segregation

Description
This project aims to use data from the National Corrections Reporting Program (NCRP) to examine the relationship between the geographic distribution of prison admissions and racial residential segregation.
This research proposes to assess the extent to which changes in the volume and geographic distribution of prison admissions from the mid-1980s to the present have affected macro-level residency patterns. More specifically, this research will answer the following question: has the rising number and geographic concentration of prison admissions over the past three decades contributed to the apparent decline in racial residential segregation in urban counties in the United States?
To investigate this question, this study will utilize restricted data from the NCRP on the rate of prison admissions (new court commitments) from counties as well as census estimates on segregation available from the U.S. Census, the American Community Survey, and Geolytics. In estimating the relationship between the concentration of prisoner admissions and segregation, controls will be included for macro-structural indicators such as poverty, unemployment, and population composition.

Dissemination Goals: Results will be published in a peer review academic journal, and also disseminated through conference proceedings. The purpose of the project is to contribute to scientific knowledge on the causes and consequences of metropolitan residency trends.

*Example 3*

Title
Felon Disenfranchisement, Voting Patterns, and Local Government Spending

Description:
The purpose of this study is to examine 1) how felon disenfranchisement legislation has mechanically affected the characteristics of the average voter and whether public policy/spending has responded to this change, and 2) whether legislation has impacted the voting behavior or populations whose voting rights are not directly affected.
To answer the above research questions, we will compare the effect of felon disenfranchisement legislation on voting and public spending outcomes using state border county pairs. By aggregating data over multiple decades, we can also exploit the fact that some counties will have experienced multiple legislative changes in the time period being studied. We will use data from the National Corrections Reporting Program (NCRP) and the Survey of Inmates in Local Jails because it contains data on local, time-varying incarceration rates with information on prisoner demographics and criminal history.

# Examples of Acceptable Data Protection Plan

*Example 1*

Location of Data
Copies of the data will be stored on an external hard drive. This will be stored in my office located at University of St. Thomas, OEC 402, 2115 Summit Avenue, Saint Paul, MN 55105. It is a secure room that is not shared with others and locked when not in use.

Computing Environment
My desktop computer is password protected. The computing platform is PC Microsoft Windows 7. All of my software (e.g., STATA, Excel) runs locally on my computer. Thus, all output files will be deposited only on this computer that is only accessible by me.

Data Storage
The data and the output derived from statistical programs will be stored on the hard drive as well as the backup external hard drive. Both items will be stored in my university office that is locked when I am not there.

Transmission of Data
This is a joint project, but I will not transmit/share the data electronically or in paper form with my co-author or anyone else. I am the only person who will have access to the data I am requesting.

Storage of Computer Output
The computer output will be stored on my external hard drive. The paper output will be stored in my file cabinet in my office that is locked when not in use. I do not expect to create any output containing disaggregated data. If I do, I will dispose of it through shredding. Our department shredder cuts papers into strips one inch in length and 7/23 inches in width.

*Example 2*

Data Storage
All data will be stored on two USB flash drives that will be stored in one of two locked office cabinet in the Economics Department at the Massachusetts Institute of Technology. Any media sent to us by the ICPSR will also be stored in one of the two locked office cabinets. These cabinets are located in the co-PIs respective offices. The offices and the cabinets have separate locks. The co-PIs each share their office with two or three other graduate students. While those graduate students and department cleaning staff will have access to the office, only the co-PIs will have access to the cabinets that store the USB flash drives.

The USB flash drives will be encrypted using TrueCrypt, an open source data encryption program, with AES-256 encryption. Only the co-PIs will have access to the passwords.

Computing Environment
All data analysis will be performed on two Apple MacBook laptop running OS X Lion, the Apple operating system. The laptops will not be connected to any network while the external hard drive is connected. The co-PIs will clear the computer's memory cache after removal of the flash drives and before taking the laptop from the office or connecting to MIT's network.

The laptops are password-protected. Only the co-PIs have access to their respective passwords. The laptop passwords are changed quarterly.

Data Transmission
There will no transmission or analysis output derived from the data via e-mail, e-mail attachments, or FTP.

All intermediate data analyses will also be stored on the encrypted USB flash drives. No other copies of the data will be made. Data will be destroyed following the completion of the proposed research by reformatting the USB flash drives.

*Example 3*

All locations where copies of the data will be kept: The data will be kept at an office at University at Albany.

Computing environment in which the data will be used:

- Computing platform: PC (Windows 7 OS)
- Number of components on which data will be stored or analyzed: 1
- Whether personal computers used in the research project will be attached to a network or will operate independently (stand-alone): The computer will not be connected to any network, either public or institutional
- Physical environment in which computer is kept: The computer will be kept in a locked locker section to which only research staff has the key

How data will be stored: The data will be stored on one USB flash drive that serves only the purpose of the research project. The flash drive will be encrypted and all files will be stored under the protection of password. No copy of the data will be permitted to any other storage device.

Methods of data storage when data are not being used: When the data are not used the above-stated flash drive will be stored in a locked drawer to which only research staff has the key. After the project is concluded, the data will be kept under above-stated confidential setting for three years in observance of the University at Albany IRB regulations. The data will be destroyed immediately after the period expires.

Methods of transmitting the data between research team members (if applicable): All team members will be able to work together on a single computer. No transmission of the data will be permitted.

Methods of storage of computer output (in electronic forms as well as on paper): Electronic computer outputs will be stored in the flash drive and protected as above-stated. Paper outputs, when not being used, will be kept in a locked drawer to which only research staff has the key, and will be shredded as soon as it will no longer be used.

Restricted Data Use Agreement

between the

National Archive of Criminal Justice Data
Inter-university Consortium for Political and Social Research
Institute for Social Research
University of Michigan

and

_____
Restricted Data Investigator's name – please print or type

_____
Receiving Organization – please print or type

This Agreement is entered into by the National Archive of Criminal Justice Data and ICPSR (the Archive) and _____, the Restricted Data Investigator, consistent with the requirements of Section 28 of the Code of Federal Regulations (CFR) Part 22. Pursuant to the terms and limitations of the Agreement, the Archive agrees to transfer to the Restricted Data Investigator the contents of the restricted use data collection(s) titled

_____,

_____,

ICPSR study number(s) _____,

for the research proposed in the Restricted Data Investigator's proposal submitted with this Agreement.

The research proposal should address the topics and methods of the proposed research, why the restricted data are required instead of the publicly available data, and the procedures to be used to protect the confidentiality of research subjects and the security of the transferred data.

The Restricted Data Investigator and the Receiving Organization understand that the data to be transferred are not to be used to identify persons or organizations and/or the cases of persons or organizations within the meaning of 28 CFR Part 22.

The Restricted Data Investigator and the Receiving Organization agree to the following terms and conditions.

Definition of Terms

1. "Restricted Data" refers to the original restricted data provided by ICPSR and any fields or variables derived from these data, on whatever media they shall exist. (Aggregated statistical summaries of data and analyses, such as tables and regression statistics, are not considered "derived" for the purposes of this agreement.)

2. "Restricted Data Investigator" refers to the investigator who serves as the primary point of contact for all communications involving this Agreement. The Restricted Data Investigator assumes all responsibility for compliance with all terms of this Agreement by employees of the Receiving Organization.

3. "Principal Investigator(s)" refers to the Restricted Data Investigator and any Co-Principal Investigators.

4. "Receiving Organization" refers to the organization employing the Restricted Data Investigator.

5. "Research Staff" refers to any individuals other than the "Restricted Data Investigator(s)" with access to the restricted data.

6. The "Representative of the Receiving Organization" refers to an individual who has the authority to represent your organization in agreements of this sort, such as a Vice President, Provost, Center Director, or similar administrative official. (Note that a Department Chair is not acceptable unless specific written delegation of authority exists.)

7. "ICPSR" refers to the Inter-university Consortium for Political and Social Research.

Ownership of Data

8. Ownership of restricted data will be retained by ICPSR. Permission to use restricted data by the Restricted Data Investigator(s) and Receiving Organization may be revoked by ICPSR at any time, at their discretion. The Restricted Data Investigator(s) and Receiving Organization must return or destroy all originals and copies of the restricted data, on whatever media it may exist, within 5 days of a written request to do so.

Access to the Restricted Data

9. Access to the restricted data will be limited solely to the individuals signing this agreement and the Restricted Data Investigator's research staff on a "need to know" only basis. The data may not be "loaned" or otherwise conveyed to anyone other than the signatories to this agreement.

10. Copies of the restricted data or any subsequent variables or data files derived from the restricted data will not be provided to any other individual or organization without the prior written consent of the ICPSR.

Uses of the Restricted Data

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

12. The restricted data will be used to generate only statistical summary information that does not allow any individual, family, household, business, or organization to be identified.

13. The restricted data will be used solely for the research project described in the research proposal attached to this Agreement.

14. 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 and the identification or discovery will not be revealed to any other person who is not a signatory to this Agreement.

15. No attempt will be made to link this restricted data with any other dataset, including other datasets provided by ICPSR, unless specifically identified in the approved research proposal attached to this Agreement.

16. Use of this restricted data will be consistent with the receiving organization's policies regarding scientific integrity and human subjects research.

Data Confidentiality Procedures

17. If the Receiving Organization requires a review of research proposed in this Agreement by an Institutional Review/Human Subjects Review Committee or equivalent body, the Research Data Investigator certifies that the review has taken place and all approvals have been granted prior to this application for use of the restricted data.

18. The Receiving Organization will treat allegations, by ICPSR or other parties, of violations of this Agreement as allegations of violations of its policies and procedures on scientific integrity and misconduct. If the allegations are confirmed, the Receiving Organization will treat the violations as it would violations of the explicit terms of its policies on scientific integrity and misconduct.

19. The Restricted Data Investigator certifies that all aspects of the plan for protecting the confidentiality of the data provided under this Agreement, as detailed in the attached research proposal, will be followed until which time all copies of the restricted data are destroyed.

Destruction of Data Upon Completion of Research Project

20. The Restricted Data Investigator will certify to ICPSR that all originals and copies of the restricted data, on whatever media, will be destroyed at the completion of the research project described in the research proposal attached to this Agreement, or within 5 days of written request from the ICPSR.

Duration of This Agreement

21. This Agreement will go into effect upon approval of the Agreement by ICPSR, and will remain in effect until the completion of the research project, or 24 months from the date this Agreement is accepted by ICPSR, whichever comes first. If, at the end of 24 months, access to the restricted data is still desired, the Restricted Data Investigator must contact ICPSR in writing requesting such continued access. If continued access is denied by ICPSR, or if the Restricted Data Investigator neglects to contact the ICPSR prior to the end of the 24-month period, all originals and copies of the restricted data, on whatever media they exist, must be destroyed by the Restricted Data Investigator.

Post-Approval Modifications to Submitted Materials

22. If changes in research plans or computer environment will alter the information originally submitted as part of this Agreement, the Restricted Data Investigator 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 amendments to this Agreement and may not be implemented until written approval is received from ICPSR.

23. A change in the employer of the Restricted Data Investigator requires the execution of a new Restricted Data Use Agreement, including an updated research proposal that details the plans for the protection of the confidentiality and security of the data. These materials must be approved by ICPSR before restricted data may be accessed at the new place of employment.

24. When research staff join the project (either at its beginning or while in progress), they shall be informed of the necessary procedures to protect the confidentiality and security of the restricted data and shall agree in writing to abide by those procedures. A form for these staff agreements is provided at: http://www.icpsr.umich.edu/access/restricted/supplement.html. The Restricted Data Investigator shall maintain these signed agreements until the restricted data have been destroyed pursuant to the terms of this Agreement.

Violation of This Agreement

25. If ICPSR determines that the Agreement may have been violated, ICPSR will inform the Restricted Data Investigator(s) of the allegations in writing and will provide them with an opportunity to respond in writing within 10 days. ICPSR may also, at that time, require immediate return or destruction of all copies of the restricted data in possession of the investigators. Failure to do so will be determined to be a material breach of this Agreement and, among other legal remedies, may be subject to injunctive relief by a court of competent jurisdiction. If ICPSR deems the allegations unfounded or incorrect, the data may be returned to the Restricted Data Investigator under the terms of the original agreement. If ICPSR deems the allegations in any part to be correct, ICPSR will determine and apply the appropriate sanction(s).

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

    1. Denial of all future access to 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 ICSPR under law or equity, including injunctive relief.

Restricted Data Use Agreement with the National Archive of Criminal Justice Data

***Restricted Data Investigator*** *(the primary point of contact for this Agreement;* ***cannot*** *be a student)*

Date _____ Signature _____

Name of Restricted Data Investigator _____

Title/Position _____

Institution _____

Department _____
Mailing Address

_____

Telephone _____

Email _____

Title of Research Project _____

***Receiving Organization (****the organization employing the Restricted Data Investigator)*

Date _____ Signature _____

Name _____

Title/Position _____

Institution _____
Mailing Address

_____

Telephone _____

Email _____

**Restricted Data Use Agreement: Supplemental Agreement with Research Staff**

INSTRUCTIONS: Please submit an original signed copy of this Agreement. Use additional copies of this page if necessary.

The undersigned staff, in consideration of their use of this restricted data certify the following:

1. That they have read the associated Policy and Data Transfer Agreement, and the Data Protection Plan incorporated by reference into this Agreement.

2. That they are "Research Staff" within the meaning of the Agreement ("Research Staff" refers to any individuals other than the "Restricted Data Investigator(s)" with access to the restricted data)

3. That they will fully comply with the terms of the Agreement, including the Data Protection Plan incorporated by reference into it.

4. That they will not attempt to access this restricted data until approved to do so by ICPSR.

Date _____ Signature _____

Name of Research Staff _____

Affiliation with Research Project _____

Title of Research Project _____

Institution _____

Email _____

Date _____ Signature _____

Name of Research Staff _____

Affiliation with Research Project _____

Title of Research Project _____

Institution _____

Email _____

## Project Description

Please provide a description of why you need the requested data.

## Data Protection Plan

Please detail how you will securely store and analyze data and output.

## Checklist of documentation

*All items in the checklist are required before your application can be reviewed.*

| | |
|---|---|
| Requestor's Last Name | |
| Organization named | ☐ |
| Requester signed | ☐ |
| Representative of Receiving Organization signed | ☐ |
| Title of Organizational Representative | |
| Project description included | ☐ |
| Data protection plan included | ☐ |
| Privacy Certificate | ☐ |
| IRB review documentation included | ☐ |
| Supplemental Staff form | ☐ Included ☐ Not needed |

# Data Citations

## How to Cite Data

Each citation must include the basic elements that allow a unique dataset to be identified over time:

- Title
- Author
- Date
- Version
- Persistent identifier (such as the Digital Object Identifier)

To properly cite the data within your presentation or publication, view the Description & Citation page of the study number(s) for the bibliography citation information.

*Example:*

> United States Department of Justice. Office of Justice Programs. Bureau of Justice Statistics. National Judicial Reporting Program, 1994. ICPSR06855-v2. Ann Arbor, MI: Inter-university Consortium for Political and Social Research [distributor], 2000. doi:10.3886/ICPSR06855.v2

## Submit citations

ICPSR encourages data users to submit bibliographic citations to data we disseminate. If you have produced any work containing analysis archived at NACJD, you can send the citation(s) to your publication(s) to ccave@umich.edu or bibliography@icpsr.umich.edu.