National Inmate Survey, 2011-2012

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

Application for Use of ICPSR Data Enclave
Terms of Use

The terms of use for this study can be found at:
http://www.icpsr.umich.edu/icpsrweb/ICPSR/studies/35009/terms

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Applying for Enclave Data

Investigators must complete an Application for Use of the ICPSR Data Enclave. This includes information about the research project and the reasons why enclave data are needed. This application also includes:

- A Confidentiality Agreement signed by the investigator and an official of the investigator’s institution.
- The Institutional Review Board (IRB) approval form from the investigator’s sponsoring institution. (See information for IRBs.)

Applications for use of the data enclave are reviewed to ensure that confidential information will not be compromised. ICPSR does not evaluate the scientific merit of research proposals. Data enclave staff check the dates proposed for enclave use and assess any requests for data manipulation services and additional software. The application is then forwarded to the ICPSR research associate most familiar with the requested data, who reviews the proposal for disclosure risks. The researcher will be contacted if additional information is needed and to schedule enclave use when the application is approved. The entire review process is expected to take two to three weeks.

Investigators may arrange to merge their own data with enclave data. These arrangements must be made in advance of the investigator’s visit to the data enclave.

Submit Applications To:

ICPSR
Data Enclave Manager
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 fax (734-647-8200) or email (netmail@icpsr.umich.edu).

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© 2011 Regents of the University of Michigan. ICPSR is part of the Institute for Social Research at the University of Michigan.
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

1. 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.

2. 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.

3. 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.

4. 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.

5. 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

6. No copies will be made by Researcher of any files, portions of files, or Enclave Data to which access is granted.
7. 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.

8. 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

9. 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

10. 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.

11. 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

12. 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.

13. 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**

15. 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.

16. 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
Application for Use of ICPSR Data Enclave

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

1. Applicant information:
   
   Name of Researcher:

   Title:

   Department (if applicable):

   Organization:

   Street Address:

   City, State, ZIP:

   Phone:

   Fax:

   Email:

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

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

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

5. Title of research project and a short abstract for the project for which the data enclave is needed.
6. Describe the funding source(s), if any, for this research project.

7. 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.

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

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

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

11. 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.

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

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

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

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

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