

## **Monitoring Mount Laurel Survey Data Use Agreement**

**August 2012**

### **Guide to Accessing Monitoring Mount Laurel Survey Data**

Researchers at Princeton University collected data for the purpose of providing information on the experiences of residents of the Ethel Lawrence Homes, a mixed-income affordable housing development in Mount Laurel, NJ, vis-à-vis a comparison sample of non-residents. By entering into this agreement, the undersigned agrees to use these data only for the purpose for which they were obtained. Any effort to determining the identity of any reported case, or to use the information for any purpose other than for statistical reporting and analysis would be in violation of this agreement.

#### **Protection**

In our interviews and agreement with institutions, we promised the confidentiality of individuals. However, we recognize that some members of the broader research community might benefit from access to these data. Therefore, we are making available a data file for members of the research community who meet eligibility criteria and agree to the requirements of the data license.

#### **Eligibility**

Access to Mt. Laurel Data is limited to researchers who agree to the terms and conditions contained in the Data Use License. Only faculty and research personnel at institutions which have an Institutional Review Board/Human Subjects Review Committee are eligible to receive access to the data. The Institution's IRB must be registered with the U.S. Office for Human Research Protections (OHRP) or the National Institute of Health (NIH). Mt. Laurel Data should not be used, under any circumstances, for the purpose of archiving or distribution to others.

University students may gain access to the Contract Data for research but a faculty advisor must serve as the Principal Investigator and complete the application process for them. The faculty advisor must be a PI of a federally-funded grant or must work within a federally-funded research center in which the Center Director agrees to take responsibility for data protection. The faculty advisor and institution bear full responsibility for ensuring that all conditions of the license are met by the student. The student must also sign the Supplemental Agreement with Research Staff form.

To be given access to the Mt. Laurel Data files, users must submit TWO copies of the following items to the Mt. Laurel team:

1. An Extended Abstract describing the proposed project and what it seeks to accomplish.
2. A data protection plan, detailing how files will be protected while they are being used, being stored on computer, and after findings are published.
3. Written assurance by the researcher that his/her institution has an Institutional Review Board (IRB) for Human Subjects which has a Multiple Project Assurance (MPA) or Federal-wide Assurance (FWA) from NIH. The MPA or FWA number must be submitted with the application.
4. Proof of IRB Approval. The applicant's institutional review board must approve both the final research plan (extended abstract) and the final data protection plan.
5. An application fee of \$50 (payable by check, purchase order or money order to Princeton University). Please note that the fee is non-refundable under any circumstances after the data files have been received.
6. A signed Mt. Laurel Data Agreement by the Principal Investigator and by a senior university official who binds the university/institution. This refers to an individual who has the authority to represent your organization in agreements of this sort, such as a Vice President, Dean, Provost, Center Director, or similar official.
7. A signed Supplemental Research agreement with Research Staff for each person who will have access to the data.
8. A curriculum vitae for each person who will be accessing the information.
9. A copy of the Human Participants Protection Education for Research Teams completion certificate from NIH for all research staff who will access the contract data. The online certification can be completed at <http://cme.cancer.gov/clinicaltrials/learning/humanparticipant-protections.asp>  
Proof of equivalent training is also acceptable.

**Please note:** *If co-investigators are from different institutions, you will need separate Contract Data Use Licenses for each institution.*

As part of the Mt. Laurel Data Agreement, researchers will be required to:

1. Submit annual IRB updates;
2. Cite the data on any written report or publication, as follows:

*The Monitoring Mt. Laurel Study* is a research project undertaken by Douglas S. Massey at Princeton University with funding from the MacArthur Foundation.

3. Submit to the Mt. Laurel team electronic copies of any publications and/or presentations at professional meetings using Mt. Laurel Data;
4. Complete a new Data Use Agreement and/or return of the data when changes in the Investigator employment status or changes in Center Director, when agreements are co-signed by the Center Director;
5. Notify when new staff are added and will have access to the data. The Investigator should submit signed copies of the Supplemental Agreement with Research Staff and access to the data cannot be provided to these staff members until the Supplemental Agreements are signed by a Mt. Laurel representative and returned to the Investigator.

The application process involves three different parties: the Mt. Laurel Data Investigator, the Institutional Review Board and contracting authority at the researchers' organization, and the Mt. Laurel team. The Data Use Agreement is a legal document between these three parties. The Mt. Laurel team will have full discretion in deciding whether to approve an application for access to the data and may request additional information from applications or request changes to the Data Protection Plan.

### **Delivery**

If the Mt. Laurel team decides all requirements are met, the approval will be granted and a representative will sign the Data Use Agreement and return a copy of the fully executed agreement to the Investigator with a copy of the data via compact disc (CD) or DVD-ROM. Data will be available in three different formats or platforms: SAS, Stata, or SPSS files. Researchers can request one of the three formats for their files. The Data Use Agreement expires after two years, with the option of applying for an extension. Upon expiration of the Data Use License, researchers should return the original CD to the Mt. Laurel team and destroy any copies of the data that exist. For more information about the Mt. Laurel datasets or the application process, email or write to the Mt. Laurel team at:

Monitoring Mt. Laurel  
Office of Population Research  
Princeton University  
Wallace Hall  
Princeton, NJ 08544  
ATTN: Mt. Laurel Data

## Agreement for Use of Mt. Laurel Survey Data

Please note that you must submit two original, signed copies of this document; one will be countersigned and returned to you.

### I. Definitions

1. *The Monitoring Mt. Laurel Study* is a research project undertaken by Douglas S. Massey at Princeton University with funding from the MacArthur Foundation.
2. *Investigator* - The person primarily responsible for analysis and other use of data obtained through this agreement. The Investigator must hold a faculty appointment or research position at the Receiving Institution and assumes all responsibility for compliance with all terms of this License by employee of the Receiving Institution. The investigator is the person who will serve as the primary point of contact for all communications involving this License.
3. *Receiving Institution* - The university or research institution employing the Investigator and at which the Investigator will conduct research using the Mt. Laurel data obtained through this agreement. The receiving Institution must have an Institutional Review Board/Human Subjects Review Committee registered with the United States Office for Human Research Protections or the National Institute of Health.
4. *Research Staff* - All individuals, excluding the Investigator, who will have access to the data obtained through this agreement. The Research Staff must be affiliated with the Receiving Institution.
5. *Representative of the Receiving Institution* – An individual authorized to enter into contractual agreement on behalf of the Receiving Institution, such as a Vice President, Dean, Provost, Center Director, or similar official.

**NOTE:** A Department Chair is not acceptable unless specific written delegation of authority exists.

6. *Federally-funded* – Funding provided for research or institutional support through a grant or contract from an agency of the United States federal government. Such agencies include, but are not limited to, the National Institutes of Health and the National Science Foundation.

## **II. Limitations on Use and Disclosure of Mt. Laurel Data**

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

In consideration of the Mt. Laurel team providing the Investigator access to the Survey Data, the Receiving Parties agree as follows:

- A. That the data will be used solely for scientific and public policy statistical analyses, as described in the Research Plan submitted to and approved by the Mt. Laurel team and attached to this agreement.
- B. Data will be safeguarded in accordance with the Data Protection Plan submitted to and approved by the Mt. Laurel team and attached to this agreement.
- C. 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 the data files or any files derived from the data files.
- D. Under no circumstances will the Investigator use or disclose the Mt. Laurel Data for any purpose not stated in the Research Plan, including but not limited to any administrative or law enforcement purpose pursuant to a Certificate of Confidentiality.
- E. Not to identify specific individuals or institutions. Not to release nor permit others to release any information that identifies individuals or places, directly or indirectly. Not to attempt to use nor permit others to use the datasets to learn the identity of any individual or institution included in the dataset. No data at the individual or institutional level may be published.
- F. If the identity of any individual is discovered inadvertently by you or by a member of your research team, then (1) no use will be made of this knowledge, (2) the Mt. Laurel team will be advised of this incident, (3) the information that would identify an individual will be safe-guarded or destroyed, and (4) no one else will be informed of the discovered identity.
- G. Mt. Laurel Data will be used only to generate statistical summary information that does not permit the identification of any individual person or institution. To avoid inadvertent disclosure of persons or institutions by using the following guidelines in the release of statistics derived from the dataset.

- a. In no table should all cases in any row or column be found in a single cell;
  - b. In no case should the total figure for a row or column of a cross-tabulation be less than 3;
  - c. In no case should a quantity figure be based upon fewer than three cases;
  - d. In no case should a quantity figure be published if one case contributes more than 60% of the amount;
  - e. In no case should data on an identifiable case, nor any of the kinds of data listed in preceding items A-C be derivable through subtraction or other calculation from the combination of tables released in a given study; and
  - f. Data released should never permit disclosure when used in combination with other known data.
  
- H. No attempt will be made to link the Mt. Laurel Data with any other dataset without written authorization from the Mt. Laurel team. If the investigator wishes to link other data to the Mt. Laurel Data, this request must be specified in the Extended Abstract.
  
- I. To supply the Mt. Laurel team with two copies of each of the following:
  - a. An Extended Abstract describing the proposed project and what it seeks to accomplish.
  - b. A data protection plan, detailing how files will be protected while they are being used, being stored on computer, and after findings are published.
  - c. Written assurance by the researcher that his/her institution has an Institutional Review Board (IRB) for Human Subjects which has a Multiple Project Assurance (MPA) or Federal-wide Assurance (FWA) from NIH. The MPA or FWA number must be submitted with the application.
  - d. A copy of the document, originated by the Investigator and signed by the Receiving Institution's Institutional Review Board (IRB), approving the research project and the secure use, storage, and handling of the Mt. Laurel Data outlined in the Data Protection Plan.
  - e. Agreement for the Use of Data (this document), each with original Institutional Signatures page.
  - f. Supplemental Agreement with Research Staff for the Use of Data signed by each Research Staff person.
  - g. Curriculum vitae for each person who will be accessing the information.
  - h. A copy of the Human Participants Protection Education for Research Teams completion certificate from NIH, or the proof of equivalent training, for all research staff who will access the contract data.

- I. 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 the Mt. Laurel team six weeks prior to the date of relocation.
  - 2. Execute a new Data use License, resubmit a security plan for the new institution and obtain approval from the Mt. Laurel team 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/DVD-ROM.
  - 5. Within three months of the effective date of the relocation, submit two copies of a new contract with appropriate supporting documentation.
- J. If in the event there are changes in the Research Staff, the Investigator will take the following actions:
  - 1. When Research Staff leave the project, the Investigator will notify the Mt. Laurel team that these individuals are no longer authorized to access the Mt. Laurel Data.
  - 2. When Research Staff join the project, they will submit the Supplemental Agreement with Research Staff. Such Supplemental Agreements must be submitted before the new Research Staff may have access to the Mt. Laurel Data.
- K. The investigator will provide the Mt. Laurel team annual reports, 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 accepted for publication using these data, with complete citations;
  - 4. A list of graduate students using the Mt. Laurel data for dissertations or theses, the titles of these papers, and the dates of completion.

### **III. Representations by Investigator**

The Investigator represents and warrants that:

- A. The Investigator has permanent, faculty appointments or faculty-equivalent research appointments at the Receiving Institution. “Permanent” in this agreement means a full time employment throughout the course of the proposed project.
- B. All research staff signing the Supplemental Agreement with Research Staff has a formal affiliation (i.e. employee, currently enrolled student, etc.) with the Receiving Institution and with the research project described in the Research Plan, and will have access to Mt. Laurel Data only under the supervision of the Investigator and subject to the terms of the Data Protection Plan.

### **IV. Representations by Receiving Institution**

The Receiving Institution represents and warrants that:

- A. The Receiving Institution has an IRB/Human Subjects Protection Committee with a current Federalwide Assurance (FWA) number has been provided to the Mt. Laurel team.
- B. The Receiving Institution’s IRB/Human Subjects Protection Committee has reviewed and approved the Research Plan, the Data Agreement, and the Data Protection Plan in accordance with the U.S. Federal Regulations under NIH policy (5/05/00 NIH Guide for Grants and Contracts), using the standards and procedures for live human subjects, and that certification of such approval has been provided to the Mt. Laurel team.
- C. The Receiving Institution has formal written policies and procedures for resolving questions of scientific integrity and misconduct, including sanctions against persons who violate those policies.
- D. The Receiving Institution will treat allegations by the Mt. Laurel team of violations of this agreement as it does allegations of violations of its policies on scientific integrity and misconduct; and if the Receiving Institution determines that this agreement has been violated, it will treat the violations of this agreement as it would violations of the explicit terms of its policies on scientific integrity and misconduct; and
- E. The undersigned representative of the Receiving Institution is a person authorized to enter into contractual agreements on behalf of the Receiving Institution.



## **VI. Certificate of Confidentiality**

Research subjects who participated in the Monitoring Mt. Laurel study are protected by a certificate of confidentiality issued by the Department of Health and Human Services in accordance with the provisions of section 301(d) of the Public Health Service Act (42 U.S. C., 241(d)). The Receiving Institution is considered to be a contractor or cooperating agency of Princeton University under the terms of the Confidentiality Certificate; as such, the Receiving Institution, the Investigator, and Research Staff are authorized to protect the privacy of the individuals who are the subjects of these data by withholding their identifying characteristics from all persons not connected with the conduct of the study.

## **VII. Return and Destruction of Data Upon Completion of Research Project**

The Investigator will return the original data CD/DVD-ROM to the Mt. Laurel team and ensure that all copies of Mt. Laurel Data, on whatever media, will be destroyed at the completion of the research project, or within 24 months from the date of this License is accepted by the Mt. Laurel team, or within 5 days of a written request from the Mt. Laurel team.

## **VIII. Duration of License**

The Data Use Agreement expires after 24 months, with the option of applying for an extension. The License will go into effect upon approval of the License by the Mt. Laurel team, and will remain in effect until the completion of the research project, or 24 months from the date of the License is accepted by the Mt. Laurel team, whichever comes first.

## **IX. Ownership of Data and Liability**

Ownership of the Mt. Laurel Data will be retained by the Mt. Laurel team. The Mt. Laurel team can revoke the permission to use the Mt. Laurel Data by the Investigator and Receiving Institution at any time, at their discretion.

If permission is revoked, the Investigator must return all original data CD and destroy copies of the Mt. Laurel Data, within 5 days of written request to do so.

The investigator will not make any claim to copyright ownership of the Mt. Laurel Data and accompanying documentation.

The Investigator and Receiving Institution jointly and severally shall indemnify Princeton University, their officers, agents, and employees against any liability,

including costs and expenses, incurred as the result of the violation of copyrights, or right of privacy or publicity, arising out of the Institution's or Investigator's creation, delivery, publication, or use of data furnished under this license or the breach of any of the terms of this License.

Princeton shall provide the Investigator and Receiving Institution of timely notice of any claim or suit, afford the Investigator and Receiving Institution an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtain the Investigator's and Receiving Institution's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction.

The Mt. Laurel team reserves the right to undertake unannounced site visits to verify continued compliance.

## Agreement for use of Mt. Laurel Survey Data (continued)

I certify that all materials submitted with this request for the Mt. Laurel Survey Data are truthful. Furthermore, I acknowledge that I am legally bound by covenants and terms of this License, and that violation will constitute unethical professional practice and may subject me to the sanctions listed above.

### Investigator

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Typed name: \_\_\_\_\_

Title: \_\_\_\_\_ Institution: \_\_\_\_\_

Street address, City, State and Zip: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Representative of the Receiving Institution:

By signing this License, this institution agrees that access to these confidential data will be contract to authorized persons whose names appear on this License and the Supplemental Agreements with Research Staff, and that this institution is legally bound by the covenants and terms of this License.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Typed name: \_\_\_\_\_

Title: \_\_\_\_\_ Institution: \_\_\_\_\_

Street address with City/State/Zip: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Mt. Laurel Representative

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Douglas S. Massey, Ph.D., Professor of Sociology and PI of Monitoring Mt. Laurel Study  
Princeton University, Princeton, NJ 08544  
dmassey@princeton.edu

## Supplemental Agreement with Research Staff for the Use of Mt. Laurel Data

I. The undersigned Research Staff, in consideration of their use of sensitive data from the Monitoring Mt. Laurel Study, agree:

A. That they have read the Data License Application and the Data Protection Plan incorporated by reference into it.

B. That they are “Research Staff” within the meaning of the agreement.

C. To comply fully with the terms of the agreement, including the Mt. Laurel Data Protective Plan.

II. The undersigned Investigator agrees that the persons designated herein are Research Staff within the meaning of the associated Agreement for the Use of Mt. Laurel Data.

### *Research Staff*

_____ Name	_____ Title	_____ Signature
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_____ Name	_____ Title	_____ Signature
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_____ Name	_____ Title	_____ Signature
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_____ Name	_____ Title	_____ Signature
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### *Investigator*

_____ Name	_____ Title	_____ Signature
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## Description of Parameters for Data Protection Plan

Researchers must provide a concise but detailed data protection plan as part of their application to receive Mt. Laurel Survey Data.

### *Purpose of the Data Protection Plan*

The *Data Protection Plan* is an important part of the signed agreement between the Mt. Laurel team and the 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 *Data Use License* or the *Supplemental Agreement with Research Staff* from gaining access to the data. The Mt. Laurel team will not provide data if the plan is not written with sufficient specificity, or if the Mt. Laurel team does not deem the data protections to be adequate.

### *Elements of the Plan*

The *Data Protection Plan* applies to the original Mt. Laurel Survey Data files received from the Mt. Laurel team (regardless of its format), to any copies made by the research team, and to any new data derived solely or in part from the original Mt. Laurel 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 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/DVD-ROMs, USB Thumb Drives, 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 the 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).
- Briefing procedures for research staff who have access to the Mt. Laurel Data about the Data Protection Plan, appropriate data use, and penalties for inappropriate use.

The Data Investigator must regularly monitor procedures for use of the data by staff and colleagues. He/she should post clear rules about Mt. Laurel 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 the Mt. Laurel team and destroy all data files and unpublished printouts.