User Agreement for 2013-2015 NSFG REGION Data File

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention
National Center for Health Statistics

Instructions:
The Primary Investigator/Requestor must read and complete pages 1-3.
Each additional *data user on this project must read and complete* ***page 3*** *(Confidentiality Agreement).*
Return completed form to:

National Survey of Family Growth, RSB, DVS
National Center for Health Statistics
3311 Toledo Road, Room 7318
Hyattsville, MD 20782

This is a data use agreement between CDC/NCHS and the Primary Investigator (PI)/Requestor named below, regarding the use of the **National Survey of Family Growth, 2013-2015 REGION Data File**.

The National Center for Health Statistics (NCHS) agrees to provide to

_____ at _____
(name of PI/requestor) (organization)

a data file containing the **2013-2015 NSFG REGION** variable, a variable indicating in which region of the United States an interview took place during the 2013-2015 data collection period of the National Survey of Family Growth (NSFG).

_____ agrees that:
(PI/requestor)

1. **The 2013-2015 NSFG REGION variable will be combined with the 2013-2015 public-use data files and used only for purposes of statistical research.** (*PI/Requestor will attach a brief written description of the analyses that are to be conducted using this variable*.) No attempt will be made to learn or disclose the identity of any individual in the survey sample, and survey information will not be used in any way to affect directly any individual survey participant including any administrative or judicial purposes. To this end, the PI/requestor is responsible for obtaining and keeping on file a signed copy of this agreement and the attached "Data User's Confidentiality Agreement" from each person using REGION in his/her analysis. Strict penalties apply to any willful disclosure of confidential information about NSFG survey participants or to non-statistical uses of these data.

2. The only persons to be allowed access to the 2013-2015 NSFG REGION variable on this project will be those who have signed a copy of this User Agreement. The PI/requestor is personally responsible for the physical security of data file. The PI/requestor will employ measures to prevent unauthorized computer access to the file, and will describe those measures specifically in the written request for the REGION variable.

3. The 2013-2015 NSFG REGION variable is provided to the PI/requestor, not to his or her institution. Co-investigators, including graduate and undergraduate students and research assistants, working under the direction of the primary investigator shall provide a signed *Data User's Confidentiality Agreement (page 3 of this document)* before having access to data files containing the REGION variable.

4. Users are reminded that Title 18, Section 1001 of the United States Code states that "Deliberately making a false statement in any matter within the jurisdiction of any Department or Agency of the Federal Government violates 18 USC 1001 and is punishable by a fine of up to $10,000 or up to 5 years in prison." In addition, the Confidential Information and Protection of Statistical Information Act (CIPSEA) of 2002 stipulates that any "knowing and willful disclosure of confidential information" constitutes a Class E Felony, carrying a penalty up to $250,000 or up to 5 years in prison.

5. The 2013-2015 NSFG REGION variable will not be copied for use beyond this project. All requests from others for this variable will be referred to NCHS. Such requests or orders should be referred to the NSFG team at NCHS (NSFG@cdc.gov) for a response.

6. When manuscripts are prepared which include analyses including the REGION variable, the requestor must send them to NCHS so they can be assessed for disclosure before being submitted for publication.

7. The 2013-2015 NSFG REGION variable will remain the responsibility of the requestor. When the requestor finishes using data files which include REGION, or if the requestor changes her or his place of employment, she or he will retain the files, return the files to NCHS, or destroy them. The requestor will submit a written statement to NSFG confirming a change in storage status of the files and will provide a certificate of destruction of the data at the termination of the Agreement. No copy of the variable or data files will be left behind.

8. This Agreement limits the requestor's use of the 2013-2015 NSFG REGION variable to 1 year from the date these data are sent from NCHS. It may be extended for one year, upon written request 30 days prior to the termination of the Agreement. Otherwise, these data must be destroyed or returned to NCHS by the termination date.

9. Analysis that results in cell counts of fewer than 5 cases in tables derived from a file with REGION should be suppressed (and no such figures should be derivable by subtraction).

Signatures:

_____

Primary Investigator/Requestor (date)

_____

Project Officer/Principal Investigator, NSFG (date)

Primary Investigators:
Please continue to page 3 to read and sign the Confidentiality Agreement.
Recall that EACH additional data user on this project must sign a separate copy of the Confidentiality Agreement on page 3, listing you as the Primary Investigator.

Data User's Confidentiality Agreement

NSFG data are collected under a pledge of confidentiality and promise to use the data for statistical purposes only. NSFG data are protected under CIPSEA, Title V of the E-Government Act of 2002 (Public Law 107-347) and the Public Health Service Act, which specify that data collected by the National Center for Health Statistics may not be used for any purpose other than that for which it was supplied. The information on the microdata public use files was supplied to NCHS for statistical research and reporting purposes. It is necessary, therefore, that the individual using such files sign the following assurance:

Being aware that I am subject to all of the requirements of Public Law 107-347 (CIPSEA) and the Public Health Service Act (42 U.S.C. 242m(d)), I agree that:

1. The data will be used only for purposes of statistical research. No attempt will be made to learn the identity of individuals in the survey; and data will not be used in any way to affect directly any survey participant.

2. Only persons who have signed and returned this confidentiality agreement will have access to the 2013-2015 NSFG REGION variable.

3. Should I receive a request for the 2013-2015 NSFG REGION variable from anyone who has not signed this agreement, that request should be referred to NCHS.

4. The data are being provided to me, not to my institution. I am personally responsible for observance of all conditions of use and for the establishment of and maintenance of security arrangement to prevent unauthorized use of these files. These responsibilities will not be transferred to another person without first obtaining written permission from NCHS.

5. Users are reminded that Title 18, Section 1001 of the United States Code states that "Deliberately making a false statement in any matter within the jurisdiction of any Department or Agency of the Federal Government violates 18 USC 1001 and is punishable by a fine of up to $10,000 or up to 5 years in prison." In addition, the Confidential Information and Protection of Statistical Information Act (CIPSEA) of 2002 stipulates that any "knowing and willful disclosure of confidential information" constitutes a Class E Felony, carrying a penalty up to $250,000 or up to 5 years in prison.

Date: _____

Name (print): _____ Signature: _____

Title: _____ Email: _____

Organization: _____

Name of Primary Investigator (if other than you): _____