

User Agreement for 2006-2008 NSFG ACASI file

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

This is a data use agreement between CDC/NCHS and _____
(name of requestor)

regarding the use of the **National Survey of Family Growth, 2006-2008**

ACASI Data Files. The National Center for Health Statistics (NCHS) agrees to provide to _____ 2 data files containing items that were collected using **Audio Computer-Assisted Self-Interviewing (ACASI)** in the 2006-2008 National Survey of Family Growth (NSFG).

_____ agrees that:
(requestor)

1. **The ACASI data files for the 2006-2008 NSFG will be used only for purposes of statistical research.** (Attach a brief written description of the analyses that are to be conducted with the files, including the specific ACASI variables that are needed.) 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. To this end, the 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 the ACASI data files. Strict penalties apply to any willful disclosure of confidential information about NSFG survey participants or to nonstatistical uses of these data.
2. The only persons to be allowed access to the 2006-2008 NSFG ACASI data files on this project will be those who have signed this agreement. The requestor is personally responsible for the physical security of the data file. The requestor will employ measures to prevent unauthorized computer access to the file.
3. The ACASI data files for the 2006-2008 NSFG are provided to the requestor, not to his or her institution. Others who wish to undertake research using the files will make an independent request to NCHS. This limitation applies to graduate and

undergraduate students and research assistants, as well as any co-investigators.

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 ACASI data files for the 2006-2008 NSFG will not be copied for use beyond this project. All requests from others for the data files will be referred to NCHS. Such requests or orders should be referred to NCHS at NSFG@cdc.gov, or EPowell-Griner@cdc.gov for a response.
6. When manuscripts are prepared from the 2006-2008 NSFG ACASI files, NCHS appreciates the opportunity to review them before they are published. This allows NCHS to monitor how the data files are being used.
7. The 2006-2008 NSFG ACASI data files will remain the responsibility of the requestor. When the requestor finishes using the files, 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. No copy of the files will be left behind.

(requestor)

Project Officer
NSFG

(date)

(date)

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 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 agreement will have access to the ACASI data files from the 2006-2008 NSFG.
3. Should I receive a request for the data from anyone who has not signed this agreement, that request should be referred to NCHS.
4. I am considered the custodian of the data and will be 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.

Name in print: _____

Signature: _____

Date: _____

Title: _____

Organization: _____