

Data Use Agreement
Conditions of Access to Confidential Data
National Center for Health Statistics
Research Data Center

I (print name) _____ am aware that the confidential data I will access in the Research Data Center (RDC) has been provided to NCHS in accordance with the provisions of Section 308(d) of the Public Health Service Act (42 U.S.C. 242m) and the Confidential Information Protection and Statistical Efficiency Act of 2018 (44 U.S.C. 3561 – 3583). These data were collected with the assurance that they will be used only for health statistical reporting and analysis and will not be published or released in identifiable form. I am also aware that I can be held legally liable for any harm to individuals or establishments contained in the data resulting from my inappropriate actions when accessing or using the confidential data.

Having read and familiarized myself with Section 308(d) of the Public Health Service Act (42 U.S.C. 242m) and the Confidential Information Protection and Statistical Efficiency Act of 2018 (44 U.S.C. 3561 – 3583), I agree:

1. To only conduct analyses related to the research question(s) for which I have received approval. I will not use any technique or other means to learn the identity of any person, establishment, or sampling unit contained in the confidential data.
2. That I will not attempt to remove any data from the RDC. Similarly, I will not remove any files, output, or programs to transportable electronic media for exfiltration of the data.
3. That I will not photograph or transcribe any data that are displayed on the computer screen that I use to access the confidential data.
4. That RDC staff must review my notes before I leave the RDC and that RDC staff will return any programs or output to me via email after a disclosure review.
5. That I will observe and abide by the rules of behavior posted in the RDC and provided to me by RDC staff.
6. That I will not use any technique to learn what items were suppressed during output review. If I discover or can inadvertently deduce any individual-level information, I will not share or publish the information and immediately bring it to the attention of RDC staff.
7. To hold in strictest confidence the identity of any establishment or individual that may be inadvertently revealed in any documents, discussion, or analysis I may have access too. If I discover or inadvertently identify an establishment or individual, I will immediately bring it to the attention of RDC staff.
8. To follow the principles, standards, and rules outlined in the RDC Disclosure Manual, Confidentiality Training, and those in the scientific research community.
9. To consult RDC staff anytime I have questions or concerns about my access to confidential data and my role to ensure that the confidential data are protected from unauthorized disclosures.

If I knowingly violate of any of these conditions, this action may result in cancellation of this Data Use Agreement and my access to the confidential data terminated. I may also be barred from any future use of the confidential data upon review and determination by the NCHS Director.

I sign this document under penalty of perjury, and I attest to uphold the conditions listed above. If I fail to abide by these listed conditions, I may be in violation of 18 U.S.C. 1001 where making a knowing and willful false statement to any Department or Agency of the Federal Government violates 18 U.S.C. 1001 and is punishable by a fine or up to 5 years in prison or both.

Researcher Signature: _____ Date: _____

NCHS Witness Signature: _____ Date: _____