

APPENDIX C

NSF/NCSES LICENSE FOR RESTRICTED-USE DATA

Note: This is a legal document and cannot be changed without prior consultation with the NSF's Office of General Counsel.

LICENSE FOR RESTRICTED-USE DATA

Survey files requested:

WHEREAS, the **National Center for Science and Engineering Statistics** (NCSES) of the National Science Foundation (NSF) has collected individually identifiable information in the above named survey(s), the confidentiality of which is protected by the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), 44 U.S.C. 3501 et. sec.; section 14(i) of the National Science Foundation Act of 1950, as amended, 42 U.S.C. 1873(i); and/or the Privacy Act of 1974 as amended, 5 U.S.C. 552a; and

WHEREAS, NCSES wishes to make the data available for use by qualified and capable researchers collaborating with NCSES and/or other divisions of the NSF exclusively for statistical purposes so long as the data are appropriately used and protected in accordance with the terms and conditions stated in this License and all prevailing laws and regulations;

IT IS HEREBY AGREED BETWEEN

_____,
Principal Researcher (the most senior researcher for this License Agreement who has the authority to manage the day-to-day statistical operations),

and

_____,
Parent Institution of the Principal Researcher,
Hereinafter referred to as the "Licensees,"

and NCSES that:

I. INFORMATION SUBJECT TO THIS AGREEMENT

- A. All data containing individually identifiable information collected by or on the behalf of NSF that are provided by NCSES to the Licensees and all information derived from those data which contains individually identifiable information or from which individual identity could be deduced are subject to this License and

are referred to in this License as “Subject Data.” (Data requirements provided under the terms of this License are to be included as Attachment No. 1.)

- B. Subject Data under this License may be in the form of computer tapes, diskettes, CD-ROMS, hard copy, etc. The Principal Researcher may only use the Subject Data in a manner and for a purpose consistent with:
- (1) the exclusively statistical purpose for which the data were supplied, which statement of purpose is set forth in a research plan and attached as part of this License in Attachment No. 2;
 - (2) the limitations imposed under the provisions of this License; and,
 - (3) the Federal laws referenced in the first paragraph of Page 1 and related NSF regulations and procedures.

II. LIMITATIONS ON USE AND DISCLOSURE

- A. Principal Researcher shall not use Subject Data for other than statistical purposes. Principal Researcher shall not use Subject Data in any manner to change the status, condition, or public perception of any individual with regard to whom Subject Data are maintained. Principal Researcher shall not use or disclose Subject Data for any administrative purpose.
- B. Principal Researcher shall not merge or match Subject Data with any data without advance written approval of NCSES.
- C. Principal Researcher shall not disclose Subject Data to anyone, including other employees of the Principal Researcher’s institution, except the Collaborating Researcher (s) listed below:

The Principal Researcher shall not disclose Subject Data to the above named Collaborating Researchers until they have completed an Affidavit of Nondisclosure and such Affidavit is included in Attachment No. 4.

The Principal Researcher may not disclose or allow Collaborating Researchers to disclose any information containing or derived from Subject Data at levels of

refinement that would enable the identities of individuals whose information is contained in Subject Data to be deduced. The Principal Researcher shall ensure that the Collaborating Researchers shall have the same responsibilities and observe the same requirements respecting the Subject Data that are set forth herein as to the Principal Researcher and Licensees.

- D. The Principal Researcher may disclose Subject Data to designated NCSES employees working in the course of their employment. Such designation will be requested of and made by the Director of NCSES.
- E. Principal Researcher and Collaborating Researchers shall not make any publication or other release that lists Subject Data information regarding specific individuals even if individual identifiers have been removed.
- F. Principal Researcher may publish the results, analysis or other information developed as a result of any research based on Subject Data made available under this License, but only in summary or statistical form such that the identity of individuals contained in the Subject Data are not revealed, nor able to be deduced. Principal Researcher and Collaborating Researchers must apply techniques for disclosure avoidance and submit the research for NCSES disclosure review as described in Section III.A.below.

III. ADMINISTRATIVE REQUIREMENTS

- A. Publications made available to NCSES.
 - 1. Principal Researcher shall provide NCSES a copy of all or sufficient portions of each paper, report, or other data product containing information based on Subject Data at least forty-five (45) days prior to its submission for publication review, publication or other dissemination to anyone not listed in this License.
 - 2. In developing information for publication or other release of research results, if any material could raise reasonable questions regarding disclosure of individually identifiable information contained in the Subject Data, Principal Researcher shall provide NCSES a copy of the material intended for use before any disclosure is made, so that NCSES may advise whether the disclosure is allowed or prohibited under this License and the laws cited in the first paragraph of this License. Principal Researcher shall not publish or otherwise release research results provided to NCSES, if NCSES advises such disclosure is not authorized.
 - 3. Principal Researcher shall cite the sources used and include the following statement in all publications or releases of research results using NSF restricted (or unrestricted) data.

“The use of NSF data does not imply NSF endorsement of the research, research methods, or conclusions contained in this report.”

4. Principal Researcher shall send copies of published reports to NCSES.
- B. Principal Researcher shall notify NCSES immediately upon receipt of any legal, investigative, or other demand for disclosure of Subject Data.
- C. Principal Researcher shall notify NCSES immediately upon discovering any breach or suspected breach of security or any disclosure of Subject Data to unauthorized parties or agencies.
- D. The Licensees shall indemnify and hold harmless NCSES and their contractors, their employees and agents against any and all claims for damages, demands, and all other actions, including any penalties imposed as well as payment of all expenses and costs arising from any such penalty resulting from the disclosure by the Principal Researcher or Collaborator of the Subject Data or statistical data derived from and/or based upon Subject Data, or resulting from the failure of the Principal Researcher or the Collaborator to comply with any of the terms or conditions of this License.
- E. The Licensees agree that representatives of NSF have the right to make unannounced and unscheduled inspections of the Licensees’ facilities, including any associated computer center, to evaluate compliance with the terms of this License and the requirements of 5 U.S.C. 552a.

IV. SECURITY REQUIREMENTS

- A. The Principal Researcher shall retain the original version of the Subject Data at a single location and may make no copies or extracts of the Subject Data available to anyone except as permitted by Part II, Limitation on Use and Disclosure, of this License.
- B. The Licensees shall maintain Subject Data including printed or other material in a space that is limited to access by authorized personnel.
- C. The Licensees shall ensure that access to Subject Data maintained in computer memory is controlled by password protection. The Licensees shall maintain all print-outs, diskettes, personal computers with subject data on hard disk, or other physical products containing individually identifiable information derived from Subject Data in locked cabinets, file drawers, or other secured locations when not in use.
- D. The Licensees shall ensure that all printouts, tabulations, and reports are edited for any possible disclosures of Subject Data using generally accepted methods.

- E. The Licensees shall establish procedures to ensure that Subject Data cannot be extracted from a computer mainframe, remote terminals or separate PCs by unauthorized individuals.
- F. The Licensees shall not permit removal of any Subject Data from the limited access space protected under the provisions of this Agreement as required in the attached SECURITY PLAN (Attachment No. 3), without first notifying, and obtaining written approval from NSF.

V. RETENTION OF SUBJECT DATA

- A. The Licensees shall return to NSF all Subject Data or destroy those data under NSF supervision or by approved NSF procedures when the research that is the subject of this agreement has been completed, or when this License has expired, or been revoked, or terminated.
- B. The Licensees shall comply with the SECURITY PLAN (Attachment No. 3) attached to this Agreement.

VI. PENALTIES

- A. Any violation of the terms and conditions of this License may result in immediate revocation of the License by NCSES.
- B. Any violation of this License may also be a violation of Federal criminal law under the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), 44 U.S.C. 3501, et sec., and section 14(i) of the National Science Foundation Act of 1950, as amended, 42 U.S.C. 1873(i). Violation of the CIPSEA may result in a fine up to \$250,000, imprisonment for a period of up to five (5) years, or both; and for section 14(i) a fine up to \$10,000, imprisonment for a period of up to five (5) years, or both. A violation of this License may also violate the Privacy Act of 1974, 5 U.S.C. 552a, which carries potential criminal sanctions.

VII. TERM OF THE LICENSE

- A. This License is in effect until _____, unless amended, extended, revoked, or terminated.
- B. This License may be unilaterally revoked or terminated by the Director of NCSES at any time.
- C. This License may be amended or extended by mutual written agreement between the Licensees and the Director of NCSES. Any amendment must be signed by all

parties to the original agreement or their assignees and is effective on the date that all required parties have signed the amendment.

VIII. PROCESSING OF THE LICENSE

- A. The institutional signatory to this agreement must have the authority to bind the parent institution to the terms of the License and so signify by his/her signature below that the parent institution has the authority to undertake the commitments set forth in this License.

_____ Signature of the Senior Official (Parent Institution of Principal Researcher)	_____ Date
_____ Typed/Printed Name of the Senior Official	_____ Telephone
Title: ____	
Name of Parent Institution: ____	

- B. The Principal Researcher shall sign this License below to indicate agreement to undertake the commitments set forth in this License. The Principal Researcher is the most senior researcher for this License Agreement who has the authority to manage the day-to-day statistical operations. The Senior Official cannot also sign as the Principal Researcher.

_____ Signature of Principal Researcher	_____ Date
_____ Typed/Print Name of Principal Researcher	_____ Telephone
Title: _____	

- C. **The Director and the Confidentiality Liaison of the National Science Foundation, National Center for Science and Engineering Statistics, issue this License.**

_____ Signature of Confidentiality Liaison, National Center for Science and Engineering Statistics, National Science Foundation	_____ Date
_____ Typed/Printed Name of Confidentiality Liaison	
_____ Signature of Director, National Center for Science and Engineering Statistics, National Science Foundation	_____ Date
_____ Typed/Printed Name of Director	