

Restricted Data Access Agreement CJARS Virtual Data Enclave (VDE)

This Restricted Data Access Agreement (“Agreement”) is by and between The Regents of The University of Michigan, a Michigan Constitutional corporation with its principal place of business in Ann Arbor, Michigan, on behalf of the Criminal Justice Administrative Records System (“CJARS”) and [insert name of institution if an institution] (“Institution”) [insert name of individual if an individual] (“Individual”) and is effective as of the date of the last signature below (the “Effective Date”).

WHEREAS, CJARS has been established at the University of Michigan to improve public administration of the criminal justice system in the United States.

WHEREAS, the Institution or Individual wishes to access data from the CJARS Virtual Data Enclave (VDE) for approved uses.

NOW, THEREFORE, the parties, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which hereby acknowledged, and intending to be legally bound, agree as follows:

I. Definitions

- A. “Principal Investigator” is the person primarily responsible for conducting the research or statistical activities as described in the Project Proposal Form, or supervising access to Restricted data of the individuals conducting the research or statistical activities as described in the Project Proposal Form, for which Restricted Data are accessed through this Agreement.
- B. “Research Staff” are all persons whose access to Restricted Data is supervised by the Principal Investigator, who will have access to Restricted Data accessed through this Agreement or will be permitted to view Restricted Data on the CJARS VDE through this Agreement, including students, other faculty and researchers, staff, agents, or employees for which Receiving Party accepts responsibility.
- C. “Receiving Party” is either the Institution or the Individual subject to the terms and conditions of this Agreement
- D. “Institution” (as the Receiving Party) is the university or research institution at which the Principal Investigator and Research Staff will conduct research using Restricted Data accessed through this Agreement. Signature of an authorized representative of the institution will be required.
- E. “Individual” (as the Receiving Party) is the person using Restricted Data accessed through this Agreement in an individual capacity thereby not affiliated with university or research institution for purposes of the Agreement.

- F. “Restricted Data” are the research dataset(s) provided access to under this Agreement that include potentially identifiable information in the form of indirect identifiers that if used together within the dataset(s) or linked to other dataset(s) could lead to the re-identification of a specific Private Person, as well as information provided by a Private Person under the expectation that the information would be kept confidential and would not lead to harm to the Private Person. Restricted Data includes any Derivatives.
- G. “Private Person” means any individual (including an individual acting in an official capacity) and any private (i.e., non-government) partnership, corporation, association, organization, community, tribe, sovereign nation, or entity (or any combination thereof), including family, household, school, neighborhood, health service, or institution from which the Restricted Data arise or were derived, or which are related to a Private Person from which the Restricted Data arise or were derived.
- H. “CJARS” is the Criminal Justice Administrative Records System.
- I. “Project Proposal Form” includes all information included on the CJARS VDE Project Proposal Form, including Principal Investigator information, Research Staff information, description of project and methods, details about Institutional Review Board (IRB) review, or equivalent, approving or exempting the research project.
- J. “Deductive Disclosure” is the discerning of a Private Person's identity or confidential information through the use of characteristics about that Private Person in the Restricted Data. Disclosure risk is present if an unacceptably narrow estimation of a Private Person's confidential information is possible or if determining the exact attributes of the Private Person is possible with a high level of confidence.
- K. “Derivative” is a file or statistic derived from the Restricted Data that poses disclosure risk to any Private Person in the Restricted Data accessed through this Agreement. Derivatives include copies of the Restricted Data accessed through the CJARS VDE, subsets of the Restricted Data, and analysis of results that do not conform to the guidelines in the CJARS VDE Disclosure Avoidance Handbook.
- L. The CJARS “Virtual Data Enclave” permits monitored access to data that are not available to the general public. The virtual machine is isolated from the user's physical desktop computer, restricting the user from downloading files or parts of files to their physical computer. The virtual machine is also restricted in its external access, preventing users from emailing, copying, or otherwise moving files outside of the secure environment, either accidentally or intentionally.
- M. The “Access Fee” is a fee that covers the administrative expenses of creating the data files and documentation, research support services, disclosure review, access and use of the CJARS

Virtual Data Enclave, technology updates, and the costs of administering the contract. This fee will be updated periodically to account for increases in these costs and expenses. These updates will be reflected in the fee schedule set forth in Exhibit A. The fee shall be determined accordance with the fee and payment schedule set forth in Exhibit A.

II. Responsibility to Address Disclosure Risk

Deductive Disclosure of a Private Person's identity from research data is a major concern of federal, state, and local agencies, researchers, and Institutional Review Boards. Principal Investigators and Institutions who receive access to any portion of Restricted Data are obligated to protect the Restricted Data from Deductive Disclosure risk, non-authorized use, and attempts to identify any Private Person by strictly adhering to the obligations set forth in this Agreement.

III. Requirements of Principal Investigator

- A. The Principal Investigator assumes the responsibility of completing the Project Proposal Form and any other required documents, reports, and amendments.
- B. The Principal Investigator agrees to manage and use Restricted Data, implement all Restricted Data security procedures per the Data Security Plan, and ensure that all Research Staff understand their requirements per this Agreement and follow the guidelines of all other documents incorporated into this Agreement by reference.

IV. Requirements of Receiving Party

- A. Receiving Party shall pay the Access Fee to access the CJARS Virtual Data Enclave. The required access fee, the payment schedule, and the payment terms are set forth in Exhibit A. The fees, payment schedule, and terms set forth in Exhibit A shall remain unchanged during the term of this Agreement but may change as part of any renewal or extension of this Agreement. CJARS shall invoice the Institution in accordance with Exhibit A.
- B. Receiving Party represents, warrants, and covenants as required under U.S. Department of Justice's Bulk Data Security Regulations below:

DOJ Bulk Data Security Regulations. This Section applies with respect to any Access to CJARS or its affiliates' Bulk U.S. Sensitive Personal Data or Government-Related Data ("Covered Data") by a Country of Concern or Covered Person, including any Covered Data Transaction, as each term is defined in the Final Rule implementing Executive Order 14117 issued by the U.S. Department of Justice, except to the extent an exemption under the Final Rule applies. Institution represents, warrants, and covenants that: (a) neither Institution nor any of its affiliates who have Access to Covered Data (nor any employee or contractor of Institution or its affiliates who has Access to Covered Data) is a Covered Person; (b) Institution and its affiliates will not engage in any Covered Data Transaction; and (c) Institution will immediately notify CJARS in writing if any representation in this section changes or is no longer true.

C. Receiving Party represents that it is:

1. Not currently debarred or otherwise restricted in any manner from receiving information of a sensitive, confidential, or private nature under any applicable laws, regulations, or policies.
2. Have a demonstrated record of using sensitive data according to commonly accepted standards of research ethics and applicable statutory requirements.

V. Obligations of CJARS

In consideration of the promises made in Section VI of this Agreement, and upon receipt of a complete and approved Project Proposal Form, CJARS agrees to:

- A. Provide access to the Restricted Data requested by the Principal Investigator within a reasonable time of execution of this Agreement by the Institution and make the Restricted Data available to Principal Investigator via the CJARS VDE, a secure remote access workspace.
- B. Provide electronic documentation of the general content of the Restricted Data being accessed by the Principal Investigator and Research Staff, in a reasonable manner.

CJARS MAKES NO REPRESENTATIONS NOR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE RESTRICTED DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Receiving Party assumes all liability for claims for damages against them by third parties that may arise from the use, storage, disposal, or disclosure by the Receiving Party of the Restricted Data, except to the extent and in proportion such liability or damages arising from the negligence of CJARS.

VI. Obligations of the Principal Investigator, Research Staff, and Receiving Party

Restricted Data access provided under this Agreement shall be used or disclosed only in compliance with the terms of this Agreement. In consideration of the promises in Section V of this Agreement, and for use of Restricted Data from CJARS, the Receiving Party agrees:

- A. That the Restricted Data and information derived from it will be used solely for research or statistical purposes relative to the project as described in the Project Proposal Form, and for no other purpose whatsoever, including but not limited to non-commercial purposes, without the prior written consent of CJARS. Updates to the project scope must be made by sending a revised Project Proposal Form to CJARS by emailing cjars-vde-users@umich.edu. CJARS retains discretion to approve or deny revisions to the Project Proposal Form. Further, no attempt will be made to identify Private Person(s), no Restricted Data of Private Person(s) will be published or otherwise distributed, the Restricted Data will be protected against Deductive Disclosure risk by strictly adhering to the obligations set forth in this Agreement, and

precautions will be taken to protect the Restricted Data from non-authorized use.

- B. To comply fully with the approved Data Security Plan at all times relevant to this Agreement.
- C. That no persons other than those identified in this Agreement or in subsequent amendments to this Agreement will be permitted access to the contents of Restricted Data files or any Derivatives from the Restricted Data.
- D. That within 24 hours of becoming aware of any unauthorized access, use, or disclosure of Restricted Data, or access, use, or disclosure of Restricted Data that is inconsistent with the terms and conditions of this Agreement, the unauthorized or inconsistent access, use, or disclosure of Restricted Data will be reported to CJARS by emailing cjars-vde-users@umich.edu.
- E. That, unless prior specific, written approval is received from CJARS, no attempt under any circumstances will be made to link the Restricted Data to any Private Person, whether living or deceased or with any other dataset, including other datasets provided by CJARS.
- F. To avoid inadvertent disclosure of Private Persons, Principal Investigators and Research Staff must comply with all requirements listed in the CJARS VDE Disclosure Avoidance Handbook as written at the time of the disclosure request. No statistics or other content derived from the Restricted Data will be removed from the CJARS VDE or discussed with individuals who are not identified in this Agreement or in subsequent amendments to this Agreement, as Principal Investigator or Research Staff and have signed a Confidentiality Pledge and Acceptable Use Policy, unless a CJARS representative has reviewed the information to determine whether or not it meets the disclosure guidelines listed in the CJARS Disclosure Avoidance Handbook. Taking screenshots of the CJARS VDE is strictly prohibited under any circumstances. Only after being given explicit written consent from a CJARS representative can approved statistics or other content derived from the Restricted Data be removed from the CJARS VDE. Only a CJARS representative can move statistics or other content derived from the Restricted Data approved for disclosure off of the CJARS VDE.
- G. That if the identity of any Private Person should be discovered, then:
 - 1. No use will be made of this knowledge;
 - 2. CJARS will be advised by emailing cjars-vde-users@umich.edu of the incident within 24 hours of discovery of the incident;
 - 3. The information that would identify the Private Person will be safeguarded or destroyed as requested by CJARS; and
 - 4. No one else will be informed of the discovered identity.
- H. Unless other provisions have been made with CJARS, all access to the CJARS VDE and Restricted Data will be terminated on or before the time period specified in Section IX, or within 24 hours of written notice from CJARS. An archival copy of the CJARS VDE workspace

will be maintained for 1 year after the access period (which will be inaccessible to the Principal Investigator and Research Staff), at which point CJARS can decide whether or not to destroy the workspace unless the Principal Investigator renews the access period under the original agreement. Principal Investigators requiring access to the Restricted Data beyond completion of this Agreement must submit a request for continuation one month prior to the end date of the Agreement to avoid disruptions in CJARS VDE access.

- I. That any books, articles, conference papers, theses, dissertations, reports, or other publications that employed the Restricted Data or other resources provided by CJARS reference the bibliographic citation provided by CJARS.
- J. To notify CJARS of a change in institutional affiliation of the Principal Investigator, a change in institutional affiliation of any Research Staff, or the addition or removal of Research Staff on the research project. Notification must be sent via email to cjars-vde-users@umich.edu at least six (6) weeks prior to the last day of employment with Institution. Notification of the addition or removal of Research Staff on the research project shall be provided to CJARS as soon as reasonably possible. Principal Investigator's separation from Institution terminates this Agreement and access to the CJARS VDE for the Principal Investigator and Research Staff.
- K. Principal Investigator may reapply for access to Restricted Data as an employee of the new institution. Re-application requires:
 1. Execution of a new Restricted Data Access Agreement by both the Principal Investigator and the proposed new institution;
 2. Execution of Acceptable Use Policy and Pledges of Confidentiality by Research Staff at the proposed new institution;
 3. Preparation and approval of a new Data Security Plan; and
 4. Evidence of approval or exemption by the proposed new institution's IRB.

These materials must be approved by CJARS before Restricted Data or any derivatives or analyses may be accessed at the new institution.

- L. That if the Principal Investigator who is changing institutions does not have the new agreement executed by the time they leave their institution, CJARS will temporarily deactivate the Principal Investigator's and Research Staff's account(s) but will maintain the project workspace to save their work during the transition. Upon approval of the new Project Proposal Form and agreement with the new Receiving Party, CJARS will reactivate the Principal Investigator's account and new Research Staff. If a new agreement is not executed within one (1) year, CJARS can decide whether or not to destroy the workspace.
- M. That use of the Restricted Data will be consistent with the University of Michigan's policies regarding scientific integrity and human subjects research.

- N. To respond fully and in writing within ten (10) working days after receipt of any written inquiry from CJARS regarding compliance with this Agreement.

VII. Violations of this Agreement

- A. The Receiving Party will investigate allegations by CJARS or other parties of violations of this Agreement in accordance with applicable policies and procedures on scientific integrity and misconduct. If the allegations are confirmed, the Institution or Individual will treat the violations as violations of the explicit terms of applicable policies on scientific integrity and misconduct.
- B. In the event of a breach of any provision of this Agreement, Receiving Party shall be responsible to promptly cure the breach and mitigate any damages. The Receiving Party hereby acknowledges that any breach of the confidentiality provisions herein may result in irreparable harm to CJARS not adequately compensable by money damages. Institution or Individual hereby acknowledges the possibility of injunctive relief in the event of breach, in addition to money damages. In addition, CJARS may:
1. Terminate this Agreement upon notice and immediately remove access to Restricted Data and any derivatives thereof;
 2. Deny Principal Investigator and/or Research Staff future access to Restricted Data;
 3. Report the inappropriate use or disclosure to the appropriate federal and private agencies or foundations that fund scientific and public policy research; and/or
 4. Such other remedies that may be available to CJARS under law or equity, including injunctive relief.
- C. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of its acts or omissions of such party.
- D. In the event of a violation, the Principal Investigator must:
1. Notify CJARS within 24 hours;
 2. Stop work with the Restricted Data immediately;
 3. Submit a written description and acknowledgement of the violation to CJARS;
 4. Inform the Receiving Party of the violation and review security protocols and disclosure protections with them.
 - The Receiving Party must submit an acknowledgment of the violation and security protocols and disclosure protections review to CJARS; and
 5. Reapply for access to the Restricted Data.

VIII. Incorporation by Reference

All parties agree that the information entered into the Project Proposal Form, Data Security Plan,

Disclosure Avoidance Handbook, Acceptable Use Policy, and Confidentiality Pledges, are incorporated into this Agreement by reference.

IX. Miscellaneous

- A. All notices and contractual correspondence under this Agreement on behalf of the Principal Investigator shall be emailed to cjars-vde-users@umich.edu with a copy to orsp-triage@umich.edu . Such notices and correspondence should be identified with the following ID #: [TBD].
- B. This Agreement shall be effective for 12 months from the Effective Date or until the IRB expires, whichever occurs first (“Term of Access”).
- C. This Agreement may be amended or modified only by the mutual written consent of the authorized representatives of the Regents of the University of Michigan and Receiving Party. Both parties agree to amend this Agreement to the extent necessary to comply with the requirements of any applicable regulatory authority.
- D. The Receiving Party signing this Agreement certifies that they have the right and authority to execute this Agreement, and no further approvals are necessary to create a binding agreement.
- E. The obligations of Principal Investigator, Research Staff, and Receiving Party set forth within this Agreement may not be assigned or otherwise transferred without the express written consent of the Regents of the University of Michigan.
- F. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remainder of the Agreement.

XII. Researcher Staff List

In addition to the Principal Investigator, all Research Staff affiliated with the Institution that will acquire CJARS VDE access, or will view information on the CJARS VDE, must be listed in this section of the Agreement.

Researcher full name: _____ Researcher position/title: _____

Researcher full name: _____ Researcher position/title: _____

Researcher full name: _____ Researcher position/title: _____

**Receiving Party and
Institutional Signatures**

Principal Investigators affiliated with an Institution must sign and complete the fields below under the “Principal Investigator” heading and must have an authorized signatory of their Institution sign under “Receiving Party” heading. Principal Investigators signing as an Individual must sign and complete the fields under the “Receiving Party” heading.

AGREED TO:

RECEIVING PARTY

THE REGENTS OF THE UNIVERSITY
OF MICHIGAN

By

By

Name

Name

Title

Title

READ AND ACKNOWLEDGED
PRINCIPAL INVESTIGATOR

By

Name

Title

Exhibit A. Fee and Payment Schedule

Institution will be charged a non-refundable fee (“Access Fee”) of _____ for access to the CJARS data holdings through the Virtual Data Enclave. Costs and access period are based on the fee schedule and selections noted below. Additional months or research staff can be requested by Principal Investigator and will be billed at the access rates set forth below. Payment will be made within 30 days of receipt of an invoice. All payments must be made in U.S. dollars. Research output can only be disclosed and removed from the VDE by a CJARS representative if project is current on payment schedule.

Rates:

	Monthly Subscription Rate	Yearly Subscription Rate
Investigator fee - Professional Researcher	\$1,000.00	\$10,000.00
Additional Research Staff #1	\$--	\$--
Additional Research Staff #2	\$150.00	\$1,500.00
Additional Research Staff #3	\$150.00	\$1,500.00

	Monthly Subscription Rate	Yearly Subscription Rate
Investigator fee - Graduate Student-Lead Dissertation Research Projects	\$250.00	\$2,500.00
Additional Research Staff #1	\$--	\$--
Additional Research Staff #2	\$100.00	\$1,000.00
Additional Research Staff #3	\$100.00	\$1,000.00

Subscription Period:

_____ Monthly for _____ months
 _____ Yearly

Principal Investigator Type:

_____ Professional Researcher
 _____ Graduate Student-Lead Dissertation Research Projects

Additional Research Staff:

_____ 1
 _____ 2
 _____ 3

Additional fees:

_____ Additional fees requiring support beyond our standard model to be invoiced for costs defined in Exhibit B (e.g., additional linkages, significant numbers of disclosed results, etc.).