Guide to Accessing the Fragile Families Restricted-Use Contract Data

Description of the Fragile Families and Child Wellbeing Study

The Fragile Families and Child Wellbeing Study (FFCWS) is a longitudinal, birth cohort study following approximately 5,000 families over six waves of data collection. The core Study consists of interviews with mothers, fathers, and/or primary caregivers at birth and again when children are ages one, three, five, nine, and fifteen. The parent interviews collect information on attitudes, relationships, parenting behavior, demographic characteristics, health (mental and physical), economic and employment status, neighborhood characteristics, and program participation. Additionally, in-home assessments of children and their home environments were conducted at ages three, five, nine, and fifteen. The in-home interview collects information on children's cognitive and emotional development, health, and home environment. Researchers can download de-identified, publicly-available data from the previous six waves of data collection in the Princeton University Office of Population Research (OPR) Data Archive. The FFCWS is run within the Center for Research on Child Wellbeing (CRCW).

Protection

In our interviews, we promised the confidentiality of the individuals and families, and that is a promise we take very seriously. Therefore, to protect the confidentiality of respondents, variables that could potentially reveal the identity of respondents (such as geographic identifiers) were not disclosed on our publicly-available data files. We recognize the desire for some of this important data in the research community, however. As a result, we are making a set of contract datasets available to members of the research community who meet eligibility criteria and agree to the requirements of a restricted-use contract data license. For information on what data is available via a restricted use contract, see the FFCWS website at https://fragilefamilies.princeton.edu/restricted.

The following materials have been developed by the CRCW staff after reviewing the materials and guidelines from other large-scale surveys (such as the Health and Retirement Study, the National Longitudinal Study of Adolescent Health, and Los Angeles Family and Neighborhood Survey) to permit dissemination of the FFCWS's restricted-use contract data while satisfying concerns about respondent anonymity.

Eligibility

Access to the FFCWS contract data is limited to researchers who agree to the terms and conditions contained in the Contract Data License. Institutional Review Board (IRB) approval of the researcher's research and data protection plans are required. Therefore, only faculty and research personnel at institutions which have an Institutional Review Board/Human Subjects Review Committee are eligible to receive access to the contract data. The Institution's IRB must be registered with the U.S. Office for Human Research Protections (OHRP) or the National Institutes of Health (NIH). Although nearly all research universities and other research organizations in the United States have IRBs registered with the OHRP, we are aware that some institutions and legitimate researchers will be excluded from access under this condition. We apologize for this and are considering options to expand the pool of eligible researchers while maintaining a high standard of protection for our respondents.

Please note: University students may gain access to the Contract Data for dissertation or thesis research, but a faculty advisor must serve as the Investigator and complete the application process for them. The faculty advisor and institution bear full responsibility for ensuring that all conditions of the license are met by the student. The student must also sign the Supplemental Agreement with Research Staff form.

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Important: Before beginning work on the full application, researchers should complete the Preliminary Application Form (available at https://fragilefamilies.princeton.edu/restricted) and send a draft of their extended abstract, description of data requested, and a CV for each person who will be accessing the information to ffdata@princeton.edu in order to get preliminary approval.

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To gain access to the contract data, once the preliminary application has been approved, submit an electronic copy of the following items to ffdata@princeton.edu:

1. An extended abstract describing your project and what you hope to accomplish, and a one-paragraph justification for why you need access to the restricted use contract data files which you are requesting, rather than the public use data (including which files are being requested).
2. Written assurance by the researcher that your institution has an Institutional Review Board (IRB) for Human Subjects which has a Multiple Project Assurance (MPA) or Federalwide Assurance (FWA) from NIH. The MPA or FWA number must be submitted with the application.
3. A data protection plan, detailing how you plan to protect the files while they are being used, on your computer and after they are printed.
4. Proof of IRB review of the final data protection plan and proposed research plan. Full-board review and approval is not required; expedited or exempt responses are accepted.
5. An application fee of $500 (payable by check or money order to the CRCW).
6. A signed copy of the Contract Data Agreement by the Principal Investigator and a senior university official who binds the university/institution. This refers to an individual who has the authority to represent your organization in agreements of this sort, such as a Vice President, Dean, Provost, Center Director, or similar official.
7. A signed Supplemental Research Agreement with Research Staff for each person who will have access to the data.
8. A curriculum vitae for each person who will access the data.
9. A copy of the **Collaborative Institutional Training Initiative (CITI)** certificate of completion for all research staff who will access the data. The online certification can be completed at www.citiprogram.org. If you are a new CITI learner, please register and complete the **Social and Behavior - Basic/Refresher** course. Evidence of comparable training is also acceptable.

Please note: If co-investigators are from different institutions, you will need separate Contract Data Licenses for each institution.

As part of the agreement, researchers will be required to:
1) submit annual IRB updates and send email notification to ffdata@princeton.edu if there are any changes in affiliation, personnel, data protection plan or research plan.
2) Include proper citation of the NIH-funding received by the FFCWS, using language at https://fragilefamilies.princeton.edu/faq#general_9.
3) Send email notification to ffdata@princeton.edu of any publications and presentations at professional meetings resulting from the data use.

The Contract Data License is a legal document among the researcher, the Receiving Institution, and the CRCW. If the CRCW decides all requirements are met, a representative from the CRCW will sign the Contract Data License and return a copy of the fully executed license to the Investigator along with a copy of the data. Changes in the employment status of the researcher require the completion of a new Contract Data license. If during the course of the research project, new staff are added who will have access to the data, signed copies of the Supplemental Agreement with Research Staff, proof of human subjects training (ex. CITI certificate) and CV for the new staff, and any subsequent changes to the data protection plan must be sent to the CRCW. Access to the data cannot be provided to these staff members until the Supplemental Agreements are received and approved by a CRCW representative and returned to the Investigator.

Delivery

Upon satisfactory completion of all requirements, the data will be sent via a secure file sharing server, such as Secure Send. Researchers can request SAS, Stata, or SPSS files. The Contract Data License expires after two years, with the option of applying for an extension. Upon expiration of the Data License, researchers must destroy any copies of the data that exist.

Where to submit requests:

All requests for the Fragile Families restricted use contract data should be emailed to ffdata@princeton.edu or mailed to:

CRCW
267 Wallace Hall
Princeton University
Princeton, NJ 08544
ATTN: Fragile Families contract data

Any questions about the application process should be directed to:

Email – ffdata@princeton.edu

Fragile Families Contract Data Application Cover Page

Name of Investigator: _____ Date of Application: _____

Title of Investigator: _____

Title of Research Project: _____

Street Address:_____

City/State/Zip Code: _____

Telephone Number: _____

Email Address: _____

Receiving Institution: _____

Use the following checklist to ensure that you are providing all required materials. We must receive one **complete** set of the following documents:

☑	**Item**
	This Application for Obtaining Contract Data
	Contract Data License Application (signed by Principal Investigator and Institutional Representative)
	Completed Supplemental Agreement with Research Staff
	Research Plan (reviewed by IRB)
	Contract Data Protection Plan (reviewed by IRB)
	Evidence of IRB's Certification with NIH or OHRP and evidence of review
	Copies of CVs for all research staff
	Non-refundable fee ($500) payable to "CRCW"
	Copies of human subjects completion certificates for all research staff

Processing of the final application will not begin until all materials have been received.

Send check or money order to:

CRCW
267 Wallace Hall
Princeton University
Princeton, NJ 08544
ATTN: Fragile Families contract data

Contract Data License for the
Center for Research on Child Wellbeing's Fragile Families Data

The Investigator and the Receiving Institution agree to the following terms and conditions of this license:

I. Definitions

a. Contract Data - The original data collected by the CRCW and any variables derived from the original data. Data resulting from merges or matches to the original or derived variables are also included in this definition. Aggregated statistical summaries of data and analyses, such as tables and regression statistics, are not considered "derived" for the purposes of this License.
b. Investigator - The individual who serves as the primary point of contact for all communications involving this License. The Investigator must hold a faculty appointment or research position at the Receiving Institution and assumes all responsibility for compliance with all terms of this License by employees of the Receiving Institution.
c. Receiving Institution - The organization employing the Investigator. The Receiving Institution must have an Institutional Review Board/Human Subjects Review Committee registered with the United States Office for Human Research Protections or the National Institutes of Health.
d. Research Staff - Individuals affiliated with the Receiving Institution, other than the Investigator, who are authorized to access the Contract Data.
e. Representative of the Receiving Institution - An individual who has the authority to represent the Receiving Institution in agreements of this sort, such as a Vice President, Dean, Provost, Center Director, or similar official. Note that a Department Chair is not acceptable unless specific written delegation of authority exists.

II. Items Incorporated by Reference

The Supplemental Agreement with Research Staff, as approved by the CRCW, is incorporated by reference into this License.

III. Ownership of Data

a. Ownership of the Contract Data will be retained by the CRCW. Permission to use the Contract Data by the Investigator and Receiving Institution may be revoked by the CRCW at any time, at their discretion. The Investigator and Receiving Institution must destroy all copies of the Contract Data, on whatever media they may exist, within 5 days of written request to do so.
b. The Investigator will not make any claim to copyright ownership of the Contract Data and accompanying documentation. The Investigator will not distribute copies of the Contract Data to others or make copies for reasons other than research in accordance with the conditions outlined in this License.

IV. Access to the Contract Data

a. Access to the Contract Data will be limited solely to the individuals signing the License or the Supplemental Agreement with Research Staff. The data may not be "loaned" or otherwise conveyed to anyone other than the signatories to this License.
b. Copies of the Contract Data or any subsequent variables or data files derived from the Contract Data will not be provided to any other individual or organization.
c. The Investigator and Research Staff will protect the Contract Data and any data derived from the Contract Data from access by unauthorized individuals following the procedures described in the project's Data Protection Plan, as approved by the CRCW. Appropriate protections include keeping computers and portable data storage devices in locked offices or filing cabinets.
d. The Investigator and Research Staff will not store the data on a networked computer or other electronic storage device without taking steps to prevent unauthorized access. Such steps include password protection of shared devices, data encryption, and the use of firewall technology.

V. Uses of the Contract Data

a. The Contract Data will be used solely for the purpose of scientific and public policy research, and not for any administrative, proprietary, or law enforcement purposes.
b. The Contract Data will be used to generate only statistical summary information that does not allow any individual, family, household, business, or organization to be identified.
c. No attempt will be made to identify any individual, family, household, business, or organization. If an individual, family, household, business, or organization is inadvertently identified, or if a technique for doing so is discovered, the identification or discovery will be immediately reported to the CRCW, and the identification or discovery will not be revealed to any other person who is not a signatory to this License.
d. No attempt will be made to link this Contract Data with any other dataset without written authorization from the CRCW.
e. Use of the Contract Data will be consistent with the Receiving Institution's policies regarding scientific integrity and human subjects research.

VI. Certificate of Confidentiality

Research subjects who participated in the FFCWS are protected by a certificate of confidentiality issued by the Department of Health and Human Services in accordance with the provisions of section 301(d) of the Public Health Service Act (42 U.S. C., 241(d)). Under the terms of the Confidentiality Certificate, the Receiving Institution is considered to be a contractor or cooperating agency of Princeton University under the terms of the Confidentiality Certificate; as such, the Receiving

Institution, the Investigator, and Research Staff are authorized to protect the privacy of the individuals who are the subjects of the FFCWS by withholding their identifying characteristics from all persons not connected with the conduct of the study. "Identifying characteristics" are considered to include those data defined as sensitive under the terms of this contract.

VII. Limits on Disclosure of Information

a. Identifying information concerning research participants from the Contract Data will not be revealed to unauthorized individuals through personal communication, publication, or other data release.
b. The CRCW will be notified immediately if the Investigator or Research Staff receive any legal, investigatory, or other demand for disclosure of the Contract Data, including any request or requirement to provide data to any State agency or State contractor under conditions that are inconsistent with any requirement of this license. The CRCW is authorized to revoke this license and take possession of the Contract Data, or take any other action necessary to protect the absolute confidentiality of the data.

VIII. Data Confidentiality Procedures

a. The CRCW will be notified immediately if the Investigator or Research Staff discover a suspected breach of security or any actual disclosure of subject data to unauthorized individuals.
b. The Receiving Institution will treat allegations, by the CRCW or other parties, of violations of this License as allegations of violations of its policies and procedures on scientific integrity and misconduct. If the allegations are confirmed, the Receiving Institution will treat the violations as it would treat violations of the explicit terms of its policies on scientific integrity and misconduct.

IX. Reporting and Publication Requirements

a. The Investigator will provide the CRCW with annual reports which will include a copy of the annual approval of the project by the Receiving Institution's Institutional Review Board/Human Subjects Review Committee, a copy of published works or reports based wholly or in part on the FFCWS Contract Data, and a listing of presentations at professional meetings based upon the FFCWS Contract Data.
b. A notification copy of any publications and presentations developed by the Investigator or Research Staff from FFCWS data will be provided to the CRCW. In the case of publications specifically, the copy will be sent concurrent with submission of the manuscript. Publications are considered to be any work that is made available to the public in a distributed fashion, including but not limited to journal articles, book chapters, and articles distributed through a website.
c. The Investigator and Research Staff will acknowledge the CRCW and FFCWS in any publication or presentation based wholly or in part on the CRCW Contract Data.

X. Return and Destruction of Data Upon Completion of Research Project
The Investigator will certify to the CRCW that all copies of the contract data will be destroyed at the completion of the research project or within 5 days of written request from the CRCW.

XI. Duration of this License
This License will go into effect upon approval of the License by the CRCW, and will remain in effect until the completion of the research project, or 24 months from the date this License is accepted by the CRCW, whichever comes first. If, at the end of 24 months, access to the Contract Data is still desired, the Investigator must apply for an extension to the License.

XII. No Warranty
This license and data are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. IN NO EVENT WILL CRCW OR PRINCETON BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS LICENSE OR USE OF THE DATA.

XIII. Liability
To the extent and amount permitted by law, the Investigator and the Receiving Institution agree to indemnify, hold harmless and pay for the defense of Princeton University, its trustees, officers and employees, and any affiliated or related entities, against any and all claims, loss, liability, damage, costs and expenses, including reasonable attorney's fees, that are alleged to have occurred, in whole or in part, as a result of the negligence of either the Investigator or the Receiving Institution, or their agents, consultants, employees or representatives, in connection with their use of any data or information furnished under this agreement.

XIV. Amendments to the submitted materials after initial approval

a. A change in the employer of the Investigator requires the execution of a new Contract Data License. The Investigator and/or Receiving Institution shall notify the CRCW of the planned change at least six weeks prior to the relocation.
b. When Research Staff join the project, they will submit the Supplemental Agreement with Research Staff, proof of human subjects training (ex. CITI certificate) and CV for the new staff, and any subsequent changes to the data protection plan. Such Supplemental Agreements must be approved by the CRCW before the new Research Staff may have access to the Contract Data.
c. When Research Staff leave the project, the Investigator will notify the CRCW that these individuals are no longer authorized to access the Contract Data.

XV. Violation of this License

If the CRCW determines that the License may have been violated, the CRCW will inform the Investigator and Receiving Institution of the allegations in writing and will provide an opportunity to respond in writing within 10 days. The CRCW may also, at that time, require immediate destruction of all copies of the Contract Data in possession of the Investigator and Research Staff. Failure to do so will be considered a material breach of this License. If the CRCW deems the allegations unfounded or incorrect, the data may be returned to the Investigator under the terms of the original License. If the CRCW deems the allegations in any part to be correct, the CRCW will determine and apply the appropriate sanction(s).

If the CRCW determines that any aspect of this License has been violated, the Investigator and/or Receiving Institution will be subject to one or more of the following penalties:

a. Criminal or civil penalties as described in the Privacy Act of 1974, 5 U.S.C. 552a.
b. Report of the violation to the Receiving Institution's Institutional Review Board/Human Subjects Review Committee and/or National Institute of Health with a request that the institution's sanctions for misconduct be imposed.
c. Report of the violation to the Federal Office for Human Research Protections, which may result in investigation of the Investigator and Receiving Institution.
d. The CRCW may report the violation to the Investigator's funding agencies with a recommendation that current funding be terminated, and future funding denied, to the Investigator, Research Staff, and any other person implicated in the violation.
e. Revocation of the existing license and denial of all future access to the CRCW data.
f. Payment of damages awarded by a court to any individual harmed by the unauthorized use or disclosure.

I certify that all materials submitted with this request for the Fragile Families Contract Data are truthful. Furthermore, I acknowledge that I am legally bound by covenants and terms of this License, and that violation will constitute unethical professional practice and may subject me to the sanctions listed above.

Investigator

Signature: Date:

Typed name:

Title:

Institution:

Street address:

City/State/Zip:

Telephone: E-mail:

Representative of the Receiving Institution:
By signing this License, this institution agrees that access to these confidential data will be contract to authorized persons whose names appear on this License and the Supplemental Agreements with Research Staff, and that this institution is legally bound by the covenants and terms of this License.

Signature: Date:

Typed name:

Title:

Institution:

Street address:

City/State/Zip:

CRCW Representative

Signature: Date:
Kathryn Edin, Director
Center for Research on Child Wellbeing
Princeton University

Supplemental Agreement with Research Staff for the Use of Contract Data from The Fragile Families and Child Wellbeing Study

I. The undersigned Research Staff, in consideration of their use of sensitive data from The Fragile Families and Child Wellbeing Study, agree:

A. That they have read the Contract Data License Application from The Fragile Families and Child Wellbeing Study and the Contract Data Protection Plan incorporated by reference into it.

B. That they are "Research Staff" within the meaning of the agreement.

C. To comply fully with the terms of the agreement, including the Contract Data Protection Plan.

II. The undersigned Investigator agrees that the persons designated herein are Research Staff within the meaning of the associated Agreement for the Use of Sensitive Data from The Fragile Families and Child Wellbeing Study.

Research Staff

Name	Title
Signature	Date

Name	Title
Signature	Date

Name	Title
Signature	Date

Investigator

Name	Signature	Date

Description of Parameters for Data Protection Plan

Researchers must provide a concise but detailed data protection plan as part of their application to receive Fragile Families Contract Data.

Purpose of the Data Protection Plan

The *Data Protection Plan* is an important part of the signed agreement between the CRCW and the Contract Data Investigator. If the agreement is executed, all members of the research team with access to the data are contractually obligated to follow all aspects of the *Data Protection Plan*. The fundamental goal of the protections outlined in this plan is to prevent persons who are not signatories to the *Contract Data License* or the *Supplemental Agreement with Research Staff* from gaining access to the data. The CRCW will not provide Contract Data if the plan is not written with sufficient specificity, or if the CRCW does not deem the data protections to be adequate.

Elements of the Plan

The *Data Protection Plan* applies to the original Fragile Families Contract data files received from the CRCW (regardless of its format), to any copies made by the research team, and to any new data derived solely or in part from the original Fragile Families Contract data files. The plan also should address how computer output derived from the data (for example, case listings), will be kept secure.

The *Data Protection Plan* should contain the following components:

1. List and describe all locations where the original and copies of the data will be kept;

2. Describe the computing environment in which the data will be used, including:

    - Computing platform (e.g., personal computer, workstation, mainframe) and operating system;
    - Number of computers on which data will be stored or analyzed;
    - Whether computers used in the research project will be attached to a network or will operate independently (stand-alone);
    - Physical environment in which computer is kept (e.g., in room with public access, in room locked when not in use by research staff);
    - List and describe device(s) on which data will be stored (e.g. on network server, on mainframe computer storage device, on computer hard drive, on removable storage device such as an external hard drive or USB drive);
    - Describe methods of transmitting the data between research team members (if applicable);
    - Describe methods of storage of computer output both in electronic form and in hard copy (on paper or other media); and

- Describe the instruction in data protection policies that will be provided to each staff member and student before they receive access to the data.

Types of Protection Expected

Although they will vary with the version of the contract data and may vary across research projects and depend on the host institution, a successful *Data Protection Plan* should include some or all of the following features:

- Password-protected access to all computers storing the data;
- Password protection on all computers should be activated whenever a data user leaves the office or after five minutes of non-activity;
- All files containing data stored in password-protected, encrypted form;
- No storage of the data on laptop computers, network servers, etc.;
- No automated backup copying of the data;
- Removable devices holding the data (ex. external hard drives, USBs, etc.) stored in a locked compartment or room when not in use;
- Data on removable devices should be stored in password-protected, encrypted files;
- Detailed printouts derived from data analysis stored in a locked compartment or room when not in use;
- Shred all detailed printouts that are no longer needed;
- Prepare and maintain a log of all data files acquired. Date materials are received, copied, and destroyed should be recorded;
- Note that all files containing contract data will be destroyed at the end of the project;
- Note that all violations to the Data Protection Plan will be reported to the Principal Investigator and the appropriate IRB official(s);
- No transmission of data or detailed tabulations via e-mail or e-mail attachment (either over the Internet, an Intranet system, or within a local area network). Data can be transmitted by File Transfer Protocol (FTP) provided that the data files are password protected and encrypted and the files are not placed on a public server that is accessible without a password;
- Use of e-mail, e-mail attachment, FTP, or any other means of electronic transfer to transmit *only* results from regression analyses and aggregate descriptive analyses; and
- Briefing procedures for research staff who have access to the Contract Data about the *Data Protection Plan*, appropriate data use, and penalties for inappropriate use.

The Contract Data Investigator must regularly monitor procedures for use of the data by staff and colleagues. He/she should post clear rules about Contract Data use in a location that is readily visible to staff. At the conclusion of the research project, researchers are required to destroy all data files and unpublished printouts.

Disclosure Rules

The *Data Protection Plan* must carefully describe how researchers and staff members will avoid inadvertent disclosure of respondents' geographic locations or identity in all working papers, publications, and presentations. At minimum, researchers must agree to exclude from any type of publication or presentation, the following information:

- Listing of individual cases;
- Description of individual cases;
- Listing, description, or identification of a hospital, census tract or tracts by number, by name, or by descriptive information;
- Maps with *any* features (such as landmarks, road networks, original tract shape or physical features) that allow tracts or hospitals to be identified; and
- Summary statistics or tabulations by geographic level below SPA (Service Planning Area).

Users can see detailed instructions for acceptable data protection plans for the Add HEALTH - National Longitudinal Study of Adolescent to Adult Health (https://www.cpc.unc.edu/projects/addhealth/contracts/security) as reference for developing an acceptable data protection plan.