

**CONTRACT FOR USE OF RESTRICTED DATA  
FROM THE  
UNIVERSITY OF MICHIGAN  
PANEL STUDY OF INCOME DYNAMICS**

**I. Definitions**

A. "Investigator" is the person primarily responsible for analysis and other use of Restricted Data from the Panel Study of Income Dynamics.

B. "Panel Study of Income Dynamics" is the research program by that name in the Economic Behavior Program, Survey Research Center, Institute for Social Research, University of Michigan.

C. "Research Staff" are all persons, who are paid employees of the Receiving Institution, excluding the Investigator, who will have access to Restricted Data from the Panel Study of Income Dynamics.

D. "Receiving Institution" is the university or research institution at which the Investigator will conduct research using Restricted Data from the Panel Study of Income Dynamics.

E. "Representative of the Receiving Institution" is a person authorized to enter into contractual agreements on behalf of the Receiving Institution.

F. "Restricted Data" includes any data from the Panel Study of Income Dynamics that might compromise the anonymity or privacy of respondents to that study. Specifically, Restricted Data include data on vehicle model, information about housing subsidies, a special module completed by families who may have been affected by Hurricane Katrina, and administrative links to: data on cause, location, and date of death from the National Center for Health Statistics' National Death Index; data on Medicare claims from the Centers for Medicare and Medicaid Services; data on earnings and benefits from the Social Security Administration; and data on school characteristics from the National Center for Education Statistics.

G. "PSID-Geocode Match Files" are Restricted Data that include information regarding the specific neighborhoods (Census block, block-group, Census tracts, Block Numbering Areas, Enumeration Districts, Minor Civil Divisions/Census County Divisions, Census Places, or 5-digit ZIP Codes) in which individuals or families resided, including the identification codes for the neighborhoods or any exact counts (total or for any specific characteristic) of the number of persons, families, households, or housing units in the neighborhood.

H. "Data File" includes data made available under this Agreement, including Restricted Data, in any form, whether on paper, CD-ROM or other electronic media.

**II. Undertakings of the University of Michigan Panel Study of Income Dynamics**

In consideration of the promises made in Sections III. and IV. below, and receipt of the monies noted in Section III.H. the University of Michigan agrees:

A. Upon receipt of this contract, properly electronically signed by an appropriate official of the Receiving Institution and acknowledged by the Investigator and Research Staff, to obtain appropriate signatures from officials of the University of Michigan and to return to the Investigator or Designated Official an electronic copy signed by the appropriate University of Michigan officials.

B. To provide access to the Data Files requested by the Investigator in accordance with the Restricted Data File Order Form received from the Investigator, after execution of this contract by officials of the University of Michigan;

C. To provide written documentation of the origins, form and general content of the Data Files provided to the Investigator.

D. To provide up to four hours of telephone consultation to the Investigator and/or Research Staff, as to the origins, form, and general content of the Data Files, and as to preferred techniques for data management of those files.

E. To store in secure locations, and make available to Investigator, all Data Files requested by the Investigator pursuant to Section III.L. below, for a period of ten years following the date of receipt; original and backup copies, if clearly labeled as such by the Investigator, will be stored in separate locations if requested by the Investigator.

F. To send to the Investigator any Data Files **not** containing Restricted Data, received from the Investigator pursuant to Section III.L. below and stored in accordance with Section II.E. above, upon receipt of a written request from the Investigator for such Data Files, via "second day" parcel service.

G. To give access to the Investigator any Data Files containing Restricted Data, stored in accordance with Section II.E. above, after approval by the Panel Study of Income Dynamics of a written request from the Investigator for additional analyses. A written decision on the request will be sent by first class mail either approving or denying the request, or specifying modifications that will lead to approval of the request.

### **III. Undertakings of the Investigator, the Co-Investigator, and the Receiving Institution**

In consideration of the promises in Section II above, and for use of Data Files from the Panel Study of Income Dynamics, the Receiving Institution on behalf of the Investigator and Research Staff agrees:

A. That the Data Files will be used solely for the purposes specified in the Research Plan previously approved by the Panel Study of Income Dynamics.

B. That the Data Files will be used solely for statistical analyses, and that no attempt will be made to identify specific individuals, families, households, employers, or institutions; nor will any listing of data at the individual or family level be published or otherwise distributed or transcribed. Receiving Institution, Investigator, and Research Staff agree to notify the Panel Study on Income Dynamics if an individual, family, household, employer, or institution is inadvertently identified or a technique for doing so is discovered.

C. That Receiving Institution will use its best efforts to insure that no persons other than those identified in this contract, or in subsequent amendments to this contract, as Investigator or Research Staff, will be permitted access to the contents of Data Files or any files derived from Data Files.

D. That Receiving Institution will notify the Panel Study of Income Dynamics of the need to provide access to Data Files to individuals who are **not** Research Staff of the Receiving Institution, as defined in section I.D., above or to collaborating institutions and agrees that the Panel Study of Income Dynamics may require such persons to agree in writing as parties to the terms of a separate **CONTRACT FOR USE OF RESTRICTED DATA**.

E. To comply fully with the Restricted Data Protection Plan previously approved by the Panel Study of Income Dynamics.

F. That the Receiving Institution has reviewed and approved the research proposal summarized in the Research Plan under its human subjects review policies and procedures, and that a copy of the approval document has been

provided to the Panel Study of Income Dynamics. Furthermore, Receiving Institution represents that it will maintain approval under its humans subject review policies and procedures for the entire time that the Data Files are in use.

G. That Receiving Institution will provide a written statement upon termination of this Agreement for any reason that all copies of the Data Files in their possession have been destroyed.

H. That a non-refundable fee of \$750, in the form of a check made to "**University of Michigan**", has been provided to the Panel Study of Income Dynamics to cover the expenses of producing and granting access to Data Files and documentation, of consulting, and of administering this agreement.

I. To respond fully and in writing within ten working days after receipt of any written inquiry from the Panel Study of Income Dynamics regarding compliance with this contract or the expected date of completion of work with the Data Files and any data derived therefrom.

J. To include in each written report or other publication based on analysis of Data Files from the Panel Study of Income Dynamics, the following statement:

"Some of the data used in this analysis are derived from Restricted Data Files of the Panel Study of Income Dynamics, obtained under special contractual arrangements designed to protect the anonymity of respondents. These data are **not** available from the authors. Persons interested in obtaining PSID Restricted Data Files should contact [PSIDHelp@umich.edu](mailto:PSIDHelp@umich.edu)."

K. To supply the Panel Study of Income Dynamics with an order form specifying which files are desired and the format in which they should be supplied.

L. That to the extent not prohibited by law, the Receiving Institution will indemnify and hold the University of Michigan, its agents, employees, officers, directors and the Panel Study of Income Dynamics harmless for damages incurred as a result of breach by Receiving Institution, its agents, employees, offices, or directors, of any provision of this contract by Receiving Institution, including:

1. Disclosing or attempting to discover the identity of respondents (name, street address, or other information sufficient to uniquely identify an individual or family).
2. Providing unauthorized access to Restricted Data.

M. That the laws of the State of Michigan shall govern the validity and interpretation of the provisions, terms, and conditions of the Agreement. In the event the parties are unable to resolve any dispute relating to this Agreement, all suits, actions, claims, and causes of action relating to this Agreement shall be brought in the courts of the State of Michigan.

N. If the University of Michigan determines that this Agreement has been violated, it may,

1. Prohibit any of the signatories of this Agreement, and of any Supplemental Agreements with Research Staff, from obtaining access to any Data Files.
2. Report the violation(s) to the Receiving Institution's office responsible for conduct violations or the safeguard of confidential information.
3. Utilize such other remedies as may be available to it under law or in equity.

O. That Receiving Institution has and will maintain during the term of this Agreement liability and other insurance sufficient to cover their activities and obligations hereunder, including liability resulting from breach of this Agreement. Receiving Institution shall, upon request, supply evidence of such insurance coverage to the University of Michigan.

#### **IV. Incorporation by Reference**

The parties agree that the following documents are incorporated into this agreement by reference:

- A. The Research Plan proposed by the Investigator and approved by the Panel Study of Income Dynamics.
- B. The Restricted Data Protection Plan proposed by the Investigator and approved by the Panel Study of Income Dynamics.
- C. The Supplemental Agreement with Research Staff for Use of Restricted Data from the Panel Study of Income Dynamics, if any.
- D. The Restricted Data File Order Form completed by the Investigator.

**REPRESENTATIVE OF THE  
RECEIVING INSTITUTION:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Building Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**THE REGENTS OF THE  
UNIVERSITY OF MICHIGAN**

\_\_\_\_\_  
**REPRESENTATIVE OF PANEL STUDY OF  
INCOME DYNAMICS**

\_\_\_\_\_  
Signature

Katherine McGonagle, PhD

\_\_\_\_\_  
Typed Name

Associate Director

\_\_\_\_\_  
Title

Panel Study of Income Dynamics  
Institute for Social Research  
426 Thompson St., PO Box 1248  
Ann Arbor, MI 48106-1248

**FOR USE OF RESTRICTED DATA FROM THE PANEL STUDY OF INCOME DYNAMICS.**

**CONTRACT WITH:** \_\_\_\_\_  
Name of Receiving Institution

**INVESTIGATOR:**

Signature \_\_\_\_\_

Typed name \_\_\_\_\_

Title \_\_\_\_\_

Institution \_\_\_\_\_

Building address \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Supplemental Agreement with Research Staff  
For Use of Restricted Data  
From the  
PANEL STUDY OF INCOME DYNAMICS**

**I.** The undersigned Research Staff, in consideration of their use of Restricted Data from the Panel Study of Income Dynamics, agree:

A. That they have read the associated Contract for Use of Restricted Data from the Panel Study of Income Dynamics and the Restricted Data Protection Plan and the Research Plan incorporated by reference into it.

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

C. To comply fully with the terms of that Contract, including the Restricted Data Protection Plan incorporated by reference into it.

**II.** The undersigned Investigator agrees that the persons designed herein are Research Staff within the meaning of the associated Contract for Use of Restricted Data from the Panel Study of Income Dynamics.

**RESEARCH STAFF:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed name Institution Affiliation

**RESEARCH STAFF:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed name Institution Affiliation

**RESEARCH STAFF:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed name Institution Affiliation

**INVESTIGATOR:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed name Institution Affiliation