

Annex 3: Conditions of use agreements

A. Data Use Agreement

1. Data and other material provided by INDEPTH will not be redistributed or sold to other individuals, institutions or organisations without INDEPTH's written agreement.
2. Data originating from a single contributing member centre of the INDEPTH Network may not be analysed or reported on in isolation without the express permission of the member centre concerned.
3. No attempt will be made to re-identify respondents, and there will be no use of the identity of any person or establishment discovered inadvertently. Any such discovery will be reported immediately to INDEPTH.
4. No attempt will be made to produce links between datasets provided by INDEPTH or between INDEPTH data and other datasets that could identify individuals.
5. Any books, articles, conference papers, theses, dissertations, reports or other publications employing data obtained from INDEPTH will cite the source, in line with the citation requirement provided with the dataset.
6. An electronic copy of all publications based on the requested data will be sent to INDEPTH.
7. The original collector of the data, INDEPTH, and the relevant funding agencies bear no responsibility for the data's use or interpretation or inferences based upon it.

The following applies to restricted licensed access only:

8. The researcher's organisation must be identified, as must the principal and other researchers involved in using the data. The principal researcher must sign the license on behalf of the organization. If the principal researcher is not authorized to sign on behalf of the receiving organization, a suitable representative must be identified.
9. The intended use of the data, including a list of expected outputs and the organisation's data dissemination policy must be provided.

B. Example Micro Data Set Submission Agreement between Submitting Centre and INDEPTH

Agreement between [providing centre] and INDEPTH regarding the deposit and use of micro data

A. This agreement relates to the following micro datasets:

Nr	Data Set	Access level
1.		
2.		
3.		
4.		

B. Terms of the agreement:

As the owner of the copyright in the materials listed in section A, or as duly authorized by the owner of the copyright in the materials, the representative of [providing centre] grants the INDEPTH permission for the datasets listed in section A to be used by INDEPTH, subject to the following conditions:

1. Micro data (including subsets of the datasets) and copyrighted materials provided by the [providing centre] will not be redistributed or sold to other individuals, institutions or organisations without the [providing centre]'s written agreement. Non-copyrighted materials which do not contain micro data (such as survey questionnaires, manuals, codebooks, or data dictionaries) may be distributed without further authorization. The ownership of all materials provided by the [providing centre] remains with the [providing centre].
2. Data will be used for statistical and scientific research purposes only. They will be employed solely for reporting aggregated information, including modelling, and not for investigating specific individuals or organisations.
3. No attempt will be made to re-identify respondents, and there will be no use of the identity of any person or establishment discovered inadvertently. Any such discovery will be reported immediately to the [providing centre].
4. No attempt will be made to produce links between datasets provided by the [providing centre] or between [providing centre] data and other datasets that could identify individuals or organisations.
5. Any books, articles, conference papers, theses, dissertations, reports or other publications employing data obtained from the [providing centre] will cite the source, in line with the citation requirement provided with the dataset.
6. An electronic copy of all publications based on the requested data will be sent to the [providing centre].
7. The [providing centre] and the relevant funding agencies bear no responsibility the data's use or for interpretation or inferences based upon it.
8. Data will be stored in a secure environment, with adequate access restrictions. The [providing centre] may at any time request information on the storage and dissemination facilities in place.
9. INDEPTH will provide an annual report on uses and users of the listed micro datasets to the [providing centre], with information on the number of researchers having accessed each dataset, and on the output of this research.
10. This access is granted for the duration of the [providing centre] membership of the INEPH Network.

C. Confidentiality:

The [providing centre] confirms that there are no ethical or legal obligations that prevent the use and sharing of the micro data sets listed in A, at the indicated access level.

D. Communications:

INDEPTH will appoint a contact person who will act as focal person for this agreement. Should the focal person be replaced, the INDEPTH will communicate the name and coordinates of the new contact person to the [providing centre]. Communications for administrative and procedural purposes may be made by email, fax or letter as follows:

Communications made by [providing centre] to INDEPTH will be directed to:

- Name of contact person:
- Title of contact person:
- Address of the recipient centre:
- Email:
- Tel:
- Fax:

Communications made by INDEPTH to [providing centre] will be directed to:

- Name of contact person:
- Title of contact person:
- Address of the recipient centre:
- Email:
- Tel:
- Fax:

D. Signatories

The following signatories have read and agree with the Agreement as presented above:

Representative of the [providing centre]

Name _____

Signature _____ Date _____

Representative of INDEPTH

Name _____

Signature _____ Date _____