

**Agreement for the Use of Data:  
National Resource Center for The First-Year Experience  
and Students in Transition**

**I. Definitions**

- A. “Principal Investigator” or “PI” is the person primarily responsible for analysis and other use of data obtained through this agreement.
- B. “Associate Investigator(s)” are persons, excluding the investigator, who will have access to data obtained through this agreement.
- C. “Receiving institution” is the university or research institution at which the investigator will conduct research using data obtained through this agreement.
- D. “Representative of receiving institution” is a person authorized to enter into contractual agreement on behalf of the receiving institution.

**II. Requirements of Principal Investigator**

PIs must meet one of the following criteria:

- A. Hold a faculty or staff position at the receiving institution, **or**
- B. Be a graduate student under the direct supervision of a Ph.D. or other terminal degree professional who holds a faculty or staff position at the receiving institution.

**III. Requirements of a Receiving Institution**

Receiving Institutions must meet the following criteria:

- A. Be an institution of higher education, a research organization, or a government agency,
- B. Have a demonstrated record of using data according to commonly-accepted standards of research ethics, **and**
- C. Have an IRB or institutional research review board.

**IV. Obligations of the Principal Investigator, Associate Investigator(s), and Receiving Institution**

Data provided under this agreement shall be held by the PI, associate investigator(s), and receiving institution in the strictest confidence and can only be disclosed in compliance with the terms of this agreement.

The PI, associate investigator(s), and receiving institution agree:

- A. That the data will be used solely for research purposes, and that no attempt will be made to identify specific individuals or participants nor will any listing of data at the individual or participant level be published or otherwise distributed
- B. That no persons other than those identified in this agreement, or in subsequent amendments to this agreement, as investigator or research staff, be permitted access to the contents of data files or any files derived from data files provided by the National Resource Center for the First-Year Experience and Students in Transition
- C. To respond fully and in writing within ten working days after receipt of any written inquiry from the National Resource Center for the First-Year Experience and Students in Transition regarding compliance with this contract or the expected date of completion of work with the data or data derived there from
- D. To make available for inspection, at reasonable hours, by the National Resource Center for the First-Year Experience and Students in Transition the data files and any other information, written or electronic, relating to this agreement
- E. To supply the National Resource Center for the First-Year Experience and Students in Transition with:
  - 1. A complete application packet via hardcopies in the mail,
  - 2. Two copies of this entire agreement with original Institutional Signatures page.
- F. To include in each written report or other publication based on analysis of data from the National Resource Center for the First-Year Experience and Students in Transition, the following statement:

The original research using this dataset was conducted by the National Resource Center for The First-Year Experience and Students in Transition. The author has been granted special permission to use the dataset for independent research. The analysis and opinions presented in this [report, article, etc.] are those of the author(s) and do not necessarily reflect the views of the National Resource Center for The First-Year Experience and Students in Transition.
- G. To advise the National Resource Center for The First-Year Experience and Students in Transition of 1) any plans to share findings with the media, or 2) media inquiries as a result from the proposed research.
- H. To destroy all the electronic data files at the agreed upon date.

- I. To provide annual reports in electronic format to the National Resource Center for The First-Year Experience and Students in Transition staff which include:
  - 1. A copy of the annual IRB approval for the research project,
  - 2. A listing of public presentations at professional meetings using results based on these data (if applicable),
  - 3. A listing of papers accepted for publication using these data, with complete citations (if applicable),
  - 4. A listing of graduate students using the data for dissertations or theses, the titles of these papers, and the date of completion (if applicable).
  
- J. A breach of this Agreement by the PI, associate investigator(s), and/or the receiving institution may cause irreparable damage to the National Resource Center for The First Year Experience and Students in Transition. Therefore, the National Resource Center for The First Year Experience and Students in Transition shall be entitled to injunctive relief to restrain the PI, associate investigator(s), and/or the receiving institution from breaching this Agreement.

### Institutional Signatures

**Principal Investigator**

**Representative of Receiving Institution**

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Signature	Date
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Signature	Date
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Name typed or printed

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Name typed or printed

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Title

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Title

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Institution

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Institution

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Building address

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Building address

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Street address

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Street address

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City, State, Zip

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City, State, Zip

**If investigator is a graduate student,  
please supply the following:**

**Supervising Faculty or Researcher**

**Representative of the National Resource  
Center for the First-Year Experience and  
Students in Transition**

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Signature Date

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

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Name typed or printed

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Name typed or printed

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Title

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Title

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Institution

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Building address

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Street address

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City, State, Zip