

[SUBMITTING INSTITUTION]
AND
The DATA SHARING FOR DEMOGRAPHIC RESEARCH PROJECT,
INTER-UNIVERSITY CONSORTIUM FOR POLITICAL AND SOCIAL RESEARCH
DELAYED DISSEMINATION DATA AND ARCHIVING AGREEMENT

This Agreement, dated as of the ___ of _____, 2006 between [SUBMITTING INSTITUTION/PROJECT], an institution of higher education at [SUBMITTING INSTITUTION ADDRESS] and the DATA SHARING FOR DEMOGRAPHIC RESEARCH PROJECT, INTER-UNIVERSITY CONSORTIUM FOR POLITICAL AND SOCIAL RESEARCH (DSDR/ICPSR), at The University of Michigan, Institute for Social Research, P.O. Box 1248, (426 Thompson St.), Ann Arbor, Michigan, 48104-2321, defines the terms of the delayed dissemination of [DATASET NAME] between [SUBMITTING PROJECT] and DSDR.

PURPOSE

The purpose of this contract is to outline the agreement between [SUBMITTING PROJECT] and DSDR regarding the delayed dissemination of the [DATASET]. The contract outlines the conditions under which DSDR can acquire the [DATASET] and the terms that specify when the data can be made available.

1. Definitions.

- a. Definition of the dataset. Brief description of the dataset:
 - i. Electronic datafiles given to DSDR/ICPSR by [SUBMITTING INSTITUTION]
 - ii. DSDR/ICPSR modifications of those original [SUBMITTING INSTITUTION] files as outlined in section XX below;
- b. PRESERVATION ONLY. As used herein, “preservation only” indicates that the data will not be made publicly available to third party users by DSDR. “Preservation only” data can be processed by DSDR as specified by the [SUBMITTING INSTITUTION].
- c. DELAYED DISSEMINATION. As used herein, “delayed dissemination” shall mean the period during which DSDR will maintain a “preservation only” version of the data until the requirements/agreements/timeframes upon which the [DATASET] can be made publicly available to third-party users.

2. Purpose of Data Transfer

A copy of the [DATASET NICKNAME] is being provided on a non-exclusive basis to DSDR/ICPSR for the purpose of making the data available to third-party users after [SPECIFIED DATE] and/or when the items/activities specified in Section 3 are completed.

3. Terms of Data Deposit

- a. [SUBMITTING INSTITUTION] agrees to provide a copy of the [DATASET] and related documentation to DSDR/ICPSR solely for the purposes described in this Agreement. DSDR/ICPSR does not acquire any ownership in or rights to the dataset.

- b. [SUBMITTING INSTITUTION] shall notify DSDR/ICPSR of any conditions imposed by [SUBMITTING INSTITUTION]'S [IRB, LEGAL COUNCIL, ETC.] with regard to the [DATASET] and the deposit thereof with DSDR/ICPSR.
 - c. Ownership of Data. [SUBMITTING INSTITUTION] has implicit or explicit copyright to the [DATASET] and has the right to make it available through DSDR/ICPSR. [SUBMITTING INSTITUTION] retains ownership of the [DATASET] and retains full rights to use and distribute the [DATASET] data. DSDR/ICPSR will be the primary source of the [DATASET] dataset for third-party users, but this does not preclude the release of the [DATASET] in other instances by [SUBMITTING INSTITUTION];
 - d. DSDR/ICPSR may not alter the [DATASET] dataset except for the limited purpose of providing third-party users with particular electronic file formats; DSDR/ICPSR may not transform, modify, edit, alter, or produce new variables or combine the [DATASET] data with any other datasets or in any manner change the dataset without the express written authorization of [SUBMITTING INSTITUTION];
4. Delayed Dissemination. DSDR/ICPSR may release the [DATASET] OR files derived therefrom to third-party users under standard DSDR/ICPSR procedures and when the following are met:
- i. List of conditions
5. DSDR will be responsible for assisting data users. [SUBMITTING PROJECT] will not provide direct assistance to data users. If needed, DSDR may contact [SUBMITTING PROJECT] with questions related to data collection and format, but not questions related to data interpretation and secondary analysis.
6. DSDR and [SUBMITTING INSTITUTION] agree that this agreement embodies the entire understanding of the delayed dissemination of [DATASET]. No amendment or modification of this Agreement shall be effective unless made or agreed to in writing by authorized representatives of both parties hereto.

FOR [SUBMITTING INSTITUTION]

FOR DSDR/ICPSR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____