***Kenya Cash Transfer for Orphans and Vulnerable Children Impact Evaluation (CT-OVC)***

***December, 2016***

**Data Use Agreement**

The impact evaluation of the Kenya CT-OVC study interviewed households, individuals, and community members at three times, in 2007, 2009, and 2011. The first two waves of data were collected by Oxford Policy Management (PI: Patrick Ward), while the third wave of the evaluation was conducted as a part of the Transfer Project. All three waves are included in the release of data described in this Data Use Agreement. The Transfer Project is a research initiative led by the University of North Carolina at Chapel Hill, UNICEF and the Food and Agriculture Organization (FAO) to understand the broad impacts of government-led cash transfer programs in sub-Saharan Africa. National governments and local research organizations are key partners in all stages to assure research is utilized to inform the design and expansion of national social cash transfers (SCTs).

Although topics addressed vary slightly across survey waves of the Kenya CT-OVC study, all waves contain information on health, education, demographic composition, assets and consumption patterns of recipient and non-recipient households. These and other sections in the six household and community datasets contained in the main data release package are considered **non-sensitive**. A section of sensitive questions on sexual behavior and social networks of adolescents and young adults from the third wave of the survey (henceforth referred to as “**sensitive data**”)can be obtained as well, after completing additional requirements.

While none of the data files contain identifiers, the potential exists for deductive disclosure of respondents' identities. **As a result, access to all CT-OVC study data, both sensitive and non-sensitive sections, is restricted. Users interested in obtaining any of these data must (1) sign the Data Use Agreement, (2) complete the Investigator Information Form, (3) provide a brief description of research to be undertaken, and (4) have every person named in the Data Use Agreement complete and sign a Pledge of Confidentiality.**

**Scholars wishing to use the sensitive data must meet all the requirements for non-sensitive data listed in the paragraph above. Additionally, researchers must (1) make clear in the brief description of research why the sensitive data is needed, (2) obtain IRB clearance from their local institution, and (3) provide a Data Confidentiality/Security Plan for the data.** A signed letter from the IRB, detailed in article G below, must be received by the Transfer Project’s team. All scholars named in the IRB application must be from the same institution. Users at different institutions must apply for their own copy of these data separately.

For the Transfer Project to distribute any data, while abiding by requirements of the Government of Kenya and the Institutional Review Board at the University of North Carolina at Chapel Hill, potential users must agree to follow the Terms of Agreement set out below.

**Terms of Agreement**

To protect the anonymity of respondents to the Kenya Cash Transfer for Orphans and Vulnerable Children (CT-OVC) impact evaluation surveys, the undersigned researcher, who is applying to receive **any** Kenya CT-OVC data, hereinafter called “restricted data,” and also his/her parent institution (center, department, or other legally, established entity), must agree to abide by the following guidelines:

A. The researcher will use restricted data only for the purposes he/she outlines in the Brief Description of the Research submitted with this application.

B. The researcher will not share the restricted data with anyone whose name does not appear in a list of the names and organizational affiliations in the Data Use Agreement. “Sharing” includes providing data as received from the Transfer Project staff or providing secondary information obtained from the restricted data.This is not meant to hinder publication of the results from restricted data analyses, but publication must not risk the respondents’ anonymity.

The persons listed must be at the same institution; they must also all have IRB clearance for their work if the **sensitive** section on sexual behavior is being requested. Under no conditions may data be shared with scholars at other institutions without those colleagues completing a separate Data Use Agreement and submitting all necessary documentation.

C. The researcher will use restricted data only while remaining an affiliate of the department or institute whose chair or director has signed this agreement. Before these data may be moved to another department or institute, a new agreement specifying the new location must be submitted for approval, including all applicable signatures.

D. The researcher affirms that he/she has the capacity to restrict access to restricted data. The Kenya CT-OVC data do not contain identifying information, but are susceptible to deductive disclosure.

 The sensitive and non-sensitive datasets require different levels of data security. The researcher must create a Data Confidentiality/Security Plan **that conforms to UNC requirements and recommendations for data security for three different levels described** [**here**](https://research.unc.edu/files/2013/08/Data-Security-Levels-PDF.pdf). Users must meet UNC’s Level I data security requirements for the six main Transfer Project datasets. If the researcher requests the Young Person’s module containing sexual behavior data, the entire package must meet UNC’s Level II data security requirements. The researcher may also want to refer to [Security Plans for Restricted-Use Data](http://www.cpc.unc.edu/research/tools/datasecurity) to find examples of security plans.

The researcher does not need to submit a Data Confidentiality/Security Plan for the restricted but non-sensitive data (the main six datasets) with this request; however, by agreeing to this Data Use Agreement, the user is indicating that all data security requirements for UNC classification Level I data are in place before any data are downloaded.

**The researcher must submit a Data Confidentiality/Security Plan if the sensitive data is requested**. The Transfer Project staff reserves the right to judge the adequacy of whatever protections are proposed for the sensitive data. All Data Confidentiality/Security Plan for sensitive data must also be approved by the local IRB (as discussed in G., below).

E. The researcher will use the restrictive measures, such as those listed in D., above, to which he/she has access in safeguarding Kenya CT-OVC restricted data.

F. The researcher will not make any statement indicating or suggesting that interpretations drawn are those of the Kenya CT-OVC Study, the Transfer Project, or the University of North Carolina at Chapel Hill.

G. **The researcher’s application to obtain the Transfer Project’s Kenya CT-OVC data must include the following:**

1. A signed Data Use Agreement Form
2. An Investigator Information Form, which includes a list of the names and organizational affiliations of all those with whom the researcher will engage in this research at the same institution, and full contact details for each individual.
3. A brief description of the research he/she intends to undertake using the Kenya CT-OVC study data
4. A signed security pledge for each researcher listed on the Data Use Agreement Form
5. **For sensitive data only:** A Data Confidentiality/Security Plan with the description of the means by which he/she will restrict access to and dissemination of the sensitive Kenya CT-OVC data, as outlined in D., above. This plan must be approved by the researcher’s local institutional review board (ethics committee).
6. **For sensitive data only:** Approval of the local institutional review board (ethics committee) for: (a) the research described in the brief description of research, above; (b) the security measures described in the data security plan. If these conditions have not already been met, see <http://www.hhs.gov/ohrp> for more information and guidance. The approval should be in the form in use at the researcher’s institution.

H. The researcher will report to Dr. Sudhanshu Handa (email: cpc\_transfer@unc.edu) any breach of this agreement within 15 days of his/her discovery of such a breach. Furthermore, the researcher will indemnify, defend and hold harmless the University of North Carolina at Chapel Hill and the data sources from any claims and losses accruing to any person, organization, or other legal entity as a result of the researcher’s violation of this agreement.

I. The researcher will use the following acknowledgement in all publications resulting from use of the Kenya CT-OVC data: *"*We thank the *Government of Kenya, UNICEF-Kenya,* the Carolina Population Center, University of North Carolina at Chapel Hill, and the Food and Agricultural Organizationfor making these data available."

J. The researcher will reconcile his/her analysis and results with the official results of the evaluation (available in evaluation reports on The Transfer Project’s [website](https://transfer.cpc.unc.edu/?page_id=1254) in the “Reports” section), and will refer to official results.

K. The researcher will make published papers available for upload on the Transfer Project website. The papers must be sent to cpc\_transfer@unc.edu within one month of publication.

L. The researcher will destroy all downloaded data upon completion of the undertaken research as defined in the brief description of research.

Within one month of receiving a completed Data Use Agreement and the required enclosures, the Transfer Project staff will notify the researcher if the request has been approved. Upon approval, the researcher will be granted permission to download the Dataset Package from Dataverse (for non-sensitive data) or will be notified of secure means to download the data (for the sensitive data).

If applicable, when the researcher’s IRB approval expires, it will be the researcher’s responsibility to renew his/her institutional review board (ethics committee) application to continue using the data. If the researcher modifies or renews the IRB (ethics committee) application, the renewed/modified approval IRB letter should be sent to the cpc\_transfer@unc.edu.

The following Data Use Agreement form must be completed in full, signed, scanned, and uploaded on the CPC portal, along with the supplemental documentation outlined in G. above. In signing a Data Use Agreement, the researcher acknowledges that a violation of its terms may result in his/her becoming subject to punitive legal action.

**Disclaimer**

Files are offered "as is" with no warranty or claim of fitness for any purpose. In no event shall the University be liable for any actual, incidental or consequential damages arising from use of these files.

Primary Researcher’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Researcher’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Department or Institute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Department Chair/Institute Director: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Chair/Director: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*For any questions, please email cpc\_transfer@unc.edu.*