

The University of North Carolina at Chapel Hill, Carolina Population Center
National Longitudinal Study of Adolescent to Adult Health
RESTRICTED-USE DATA HOSTING AGREEMENT

Restricted-Use Data Hosting Agreement
Between
University of North Carolina at Chapel Hill
And
_____ (“Institution”)

This **RESTRICTED USE DATA HOSTING AGREEMENT** (“Agreement”) made as of the _____ (“Effective Date”) by and between the University of North Carolina at Chapel Hill (“UNC-Chapel Hill”) on behalf of Add Health, and _____ (“Institution”), having its primary offices at _____, (each a “Party” and, collectively, the “Parties”).

WHEREAS, the Institution desires to use Data for purposes that have been approved by Add Health (“Add Health”); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. TERM AND TERMINATION

- A. **Term.** This Agreement shall commence as of the Effective Date and shall expire upon termination of last associated Data Use Agreement by Institution, unless terminated earlier pursuant to this Section I. The Parties may upon mutual agreement in writing extend this Agreement.
- B. **Termination for Cause.** Breach of a material provision of this Agreement by the Institution, or the Authorized Users (as designated pursuant to associated Data Use Agreements), shall be grounds for termination of this Agreement for cause by UNC-Chapel Hill. Upon becoming aware of such a breach of a material provision, UNC-Chapel Hill may do one or more of the following:
1. Provide an opportunity for Institution to cure the breach or end the violation within thirty (30) days or such greater time period specified by Add Health, and terminate the Agreement if Institution does not cure the breach or end the violation within thirty (30) days or such other time period specified by Add Health;
 2. Demand assurances from the Institution that remedial actions will be taken to remedy the circumstances that gave rise to the breach or violation within a time frame set by, or approved by, UNC-Chapel Hill; and/or

**The University of North Carolina at Chapel Hill, Carolina Population Center
National Longitudinal Study of Adolescent to Adult Health
RESTRICTED-USE DATA HOSTING AGREEMENT**

3. Determine that no further Data or Data Files (as defined in associated Data Use Agreements) or other information will be released to Institution for a period of time to be determined by Add Health.

C. **Termination without Cause.** Either Party may terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.

D. **Effect of Termination and Expiration.**

1. The Institution will not be entitled to any damages by reason of the termination of this Agreement.
2. Upon the expiration or termination of this Agreement for any reason, the confidentiality provisions set forth herein shall continue to apply to Data shared with Institution pursuant to this Agreement. Except as provided in paragraph (3) of this subsection D, upon expiration or termination of this Agreement for any reason, Institution shall destroy or sanitize all Data that Institution maintains in any form and all copies of Data in all its forms in a manner compliant with NIST Guidelines for Media Sanitization (SP 800-88 rev.1). Institution shall not retain any Data thereafter. If requested by Add Health, Institution shall return to Add Health all Data upon expiration or termination of this Agreement. Institution must confirm in writing to Add Health, using Attachment A, Institution's destruction of Data, and all copies thereof, within sixty (60) days of the expiration or termination of this Agreement.
3. In the event that Institution determines that returning or destroying all of Data, and all copies of Data, is infeasible or prohibited by law, Institution shall provide to Add Health notification of the conditions that make return or destruction infeasible or prohibited by law. Upon receipt by Add Health of such notification, Institution shall extend the protections of this Agreement to such Data and limit further uses and disclosures of such Data to those purposes that make the return or destruction infeasible or prohibited by law, for so long as Institution maintains such Data.

**The University of North Carolina at Chapel Hill, Carolina Population Center
National Longitudinal Study of Adolescent to Adult Health
RESTRICTED-USE DATA HOSTING AGREEMENT**

II. PURPOSE OF AGREEMENT

This Agreement sets forth the terms and conditions under which Add Health will permit Institution access to and use of Data, as defined in Data Use Agreements of this Agreement. The associated Data Use Agreements also describe what use the Institution may make of Data. Furthermore, this Agreement also sets forth the security requirements that such access and use is conditioned upon, including the responsibilities the Institution agrees to assume in connection with such access and use of Data, and all permutations of Data, and the procedures for security, transfer, use, retention, ownership, and confidentiality of Data.

III. THE DATA

- A. **Definition of Data.** “Data” shall mean the data produced by Add Health and transmitted to Institution pursuant to this Agreement and associated Data Use Agreements.
- B. **Data Transmission.** Upon the execution of this Agreement by the Parties, Add Health shall securely transmit Data to the Institution in an agreed manner that is in accordance with the UNC-Chapel Hill’s Transmission of Sensitive Information Standard (<https://policies.unc.edu/TDClient/2833/Portal/KB/ArticleDet?ID=131260>). All copies of Data created on intermediate systems during the transfer of Data will be promptly deleted in a secure manner after verification of successful transmission to the destination system.
- C. **Data Ownership.** The Institution hereby acknowledges that Add Health retains sole ownership of Data and all intellectual property rights therein. No license or conveyance of any such rights in Data is granted or implied under this Agreement. Institution shall not make, cause to be made, use or sell for any purpose any product or other item using, incorporating or derived from Data, other than for the purpose stated in associated Data Use Agreements for which the Data were provided under this Agreement. Add Health may at any time request that Data be promptly returned or destroyed, unless determined to be infeasible or prohibited by law. Except as otherwise provided in this Agreement, upon written request by Add Health, Institution shall promptly return to Add Health or destroy all Data, notes, and other tangible materials representing Data and all copies and reproductions thereof (in whole or in part), and Institution shall not retain any Data thereafter. Where return or destruction is infeasible or prohibited by law, Data retained shall be protected as provided in this Agreement.

IV. PERMITTED USES OF DATA

- A. Institution agrees to use Data solely for the purposes set forth in Data Use Agreements related to this Agreement, and for no other purposes.
- B. Where Institution has been provided Data pursuant to this Agreement and Data does not contain any Identifying Information, Institution shall not use Data, either alone or in conjunction with any other information, in any effort to identify or locate any person to whom Data relates. Institution shall all treat Data as if containing Identifying Information according to provisions set forth in Confidentiality and Security of Data.

V. CONFIDENTIALITY AND SECURITY OF DATA

- A. **Compliance with Applicable Privacy and Security Laws, Rules, and Regulations.** Data provided under this Agreement shall be used and maintained in accordance with applicable provisions of federal, state, and local laws, rules and regulations.
- B. **Restrict Access to “Authorized Users”.**
 - 1. Access to Data will be restricted to Institution and Institution’s employees, agents and/or contractors required to use Data to perform the functions of this Agreement that are set forth in associated Data Use Agreements and so designated by Institution as “Authorized Users” in the Data Use Agreements associated with this Agreement.
 - 2. Such Authorized Users must be notified and trained by Institution as to the confidential nature of Data and its proper handling.
 - 3. Institution certifies that all Authorized Users will be subject to the obligations of confidentiality and non-disclosure no less stringent than those contained in this Agreement.
 - 4. Institution must notify Add Health of any changes to the Authorized User list in associated Data Use Agreements within ten (10) business days of any changes to the list.

**The University of North Carolina at Chapel Hill, Carolina Population Center
National Longitudinal Study of Adolescent to Adult Health
RESTRICTED-USE DATA HOSTING AGREEMENT**

5. Institution shall promptly notify Add Health upon discovery if any Authorized User has failed to comply with the terms of this Agreement and/or has compromised the privacy and security of Data. Such conduct may result in the immediate removal of the user from the list of Authorized Users and the immediate termination of Data access to that specific user.

C. **Privacy and Security.** Institution shall be responsible for establishing and maintaining a data privacy and information security program (“Privacy and Security Program”) that includes reasonable and appropriate physical, technical, administrative, and organizational safeguards, to: (a) ensure the security, confidentiality, availability, and integrity of Data; (b) protect against any anticipated threats or hazards to the security, confidentiality, availability, or integrity of Data; (c) protect against unauthorized or illegal or accidental disclosure, access to, destruction, alteration, modification, loss, acquisition or use of Data; (d) ensure the proper disposal of Data, if requested by Add Health in writing or required by applicable law; and, (e) ensure that all employees, agents, and contractors of Institution comply with all of the foregoing. Institution shall submit its Privacy and Security Program to Add Health upon request.

The Privacy and Security Program shall adhere and comply at all times with the UNC-Chapel Hill’s Information Security Policy available at <https://policies.unc.edu/TDClient/2833/Portal/KB/ArticleDet?ID=131258> including its referenced Information Security Controls Standard at the High protection obligation level and / or any other relevant documents referenced from these.

D. **Unauthorized Access.** Except as otherwise provided in this Agreement, Institution shall not, at any time, directly or indirectly, disclose, share, give, loan, sell, or otherwise grant access to Data, in part or in whole, to any other person or organization.

E. **Security Incident.**

1. For the purposes of this Agreement, “Security Incident” shall mean an event that compromises the security, confidentiality, availability or integrity of Data, including, but not limited to, by compromising the physical, technical, administrative or organizational safeguards implemented by Institution to protect the security, confidentiality, availability or integrity of Data. Examples of a Security Incident include, but are not limited to, the unauthorized acquisition, use, or disclosure of Data, intrusions, virus or malware, ransomware infections, social engineering, missing/stolen hardware, a breach of access credentials, DDOS and DoS attacks.

**The University of North Carolina at Chapel Hill, Carolina Population Center
National Longitudinal Study of Adolescent to Adult Health
RESTRICTED-USE DATA HOSTING AGREEMENT**

2. Institution shall implement, maintain, test, and update a Security Incident response plan. In the event of an actual or suspected Security Incident, Institution shall:
- (i) notify Add Health within ten (10) business days by written notice to the email addresses in the Notice section of this Agreement, summarizing, in reasonable detail, the nature and scope of the Security Incident (including a description of all impacted Data) and the corrective action already taken or planned by Institution, which shall be timely supplemented to the level of detail reasonably requested by Add Health, inclusive of relevant investigation or forensic reports.
 - (ii) promptly, at its own cost and expense, take all reasonable and necessary actions to confirm, contain and end the Security Incident, mitigate its impact to Data and Add Health, and prevent recurrence.
 - (iii) reasonably cooperate with Add Health or its agents and other relevant UNC-Chapel Hill personnel, including promptly responding to Add Health's reasonable inquiries and providing prompt access to all evidentiary artifacts associated with or relevant to the Security Incident, such as relevant records, logs, files, data reporting, and other materials.
 - (iv) permit Add Health, in its sole discretion, to immediately suspend or terminate Institution's right to create, process, access, transfer, store, or dispose of Data.
 - (v) not inform any third party that the Security Incident involves Data without first obtaining Add Health's prior written consent, except to the extent required by law or by third parties engaged by the Institution to remediate the Security Incident.
 - (vi) collaborate with Add Health in determining whether to provide notice of the Security Incident to any person, governmental entity, the media, or other party, and the content of any such notice. Add Health will make the final determination as to whether notice will be provided and to whom, the content of the notice.
 - (vii) promptly notify Add Health of any investigations of Institution's data use, privacy or cybersecurity practices, or a Security Incident by a governmental, regulatory or self-regulatory body.

- F. **No Reproduction without Consent.** Except as provided in Data Use Agreement, Institution shall not reproduce Data in any form without the prior written consent of UNC-Chapel Hill

VI. REQUIRED DISCLOSURE

In the event Institution receives a court order, subpoena, other validly issued administrative or judicial notice or order, or request pursuant to applicable law (“legal process”) to disclose Data, prior to making such disclosure, Institution shall, except where prohibited by law, notify UNC-Chapel Hill on behalf of Add Health of such legal process as soon as practicable but in no event later than ten (10) business days from receipt of such legal process, and provide Add Health the opportunity to challenge or otherwise lawfully seek limits upon such disclosure of Data.

VII. REMEDIES FOR BREACH

UNC-Chapel Hill may be entitled to seek immediate injunctive relief restraining any breach hereof, as well as such further relief as may be granted by a court of competent jurisdiction.

VIII. WAIVER

Any waiver by UNC-Chapel Hill of any act, failure to act or breach on the part of Institution shall not constitute a waiver by Add Health of any prior or subsequent act or failure to act or breach by Institution and shall not be effective unless set forth in a written document executed by Add Health.

IX. NOTICE

All notices under this Agreement shall be in writing and shall be deemed delivered as follows: (1) if by personal delivery or electronic mail, upon receipt; (2) if by Federal Express or by another national overnight courier, upon the second business day after deposit with such courier; or (3) if by US certified mail, return receipt requested, upon the fifth day after deposit in the mail. All notices shall be sent to the names and addresses set forth below. Either Party may change its contact information by notice to the other; any such change shall take effect immediately upon delivery of such notice. Any notice pursuant to this Agreement shall be given or made to the respective Parties as follows:

**The University of North Carolina at Chapel Hill, Carolina Population Center
National Longitudinal Study of Adolescent to Adult Health
RESTRICTED-USE DATA HOSTING AGREEMENT**

For Add Health:

Add Health Contracts
Carolina Population Center
UNC-Chapel Hill
Carolina Square, Suite 210
123 West Franklin Street
Chapel Hill, NC 27516
Attn: Janne Groner
Add Health Contracts Administrator, Carolina Population Center

For Institution:

Attn: _____

X. MISCELLANEOUS

- A. This Agreement may be amended or modified only by the mutual written consent of the authorized representatives of Add Health and Investigator and Institution. Both Parties agree to amend this Agreement to the extent amendment is necessary to comply with the requirements of any applicable regulatory authority.
- B. This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such subject matters.
- C. The Representatives of the Institution and UNC-Chapel Hill signing this Agreement have the right and authority to execute this Agreement, and no further approvals are necessary to create a binding agreement.
- D. This Agreement may be executed in one or more counterparts each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement.
- E. The Parties' electronic signatures shall be the legally binding equivalent of a handwritten signature.

**The University of North Carolina at Chapel Hill, Carolina Population Center
National Longitudinal Study of Adolescent to Adult Health
RESTRICTED-USE DATA HOSTING AGREEMENT**

XI. Investigator and Institutional Signatures

Access Approved for Investigator by Institution IT Unit Representative

_____ IT UNIT	
_____ NAME	_____ EMAIL
_____ SIGNATURE	_____ DATE

Agreed by Institutional Representative

_____ NAME	_____ TITLE
_____ INSTITUTION	_____ BUILDING ADDRESS
_____ STREET ADDRESS	_____ CITY, STATE ZIP
_____ SIGNATURE	_____ DATE

**The University of North Carolina at Chapel Hill, Carolina Population Center
National Longitudinal Study of Adolescent to Adult Health
RESTRICTED-USE DATA HOSTING AGREEMENT**

Representative of Add Health

SIGNATURE

DATE

**Robert A. Hummer - Principal Investigator
Add Health Contracts
Carolina Population Center
UNC-Chapel Hill
Carolina Square, Suite 210
123 West Franklin Street
Chapel Hill, NC 27516**

Representative of UNC-Chapel Hill

SIGNATURE

DATE

**Emily Linz,
On behalf of the University of North Carolina at Chapel Hill
Chapel Hill, NC 27599**