

# National Data Archive on Child Abuse and Neglect

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This agreement outlines the specific terms under which data obtained from the National Data Archive on Child Abuse and Neglect (hereafter referred to as 'the Archive' or 'NDACAN') may be used. A hard copy original of this agreement must be signed and mailed to the Archive before data can be released. Data and explanatory documentation provided by the Archive for the dataset (Limit one dataset per agreement):

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[NDACAN dataset name and number]

are hereafter referred to as 'the materials'.

I hereby agree:

**(1) Purpose:** To use the materials only for non-commercial statistical research and teaching.

**(2) Confidentiality:** To act at all times so as to preserve the confidentiality of individuals and institutions recorded in the materials. In particular, I agree not to use or attempt to use the materials alone or in combination with any other data to derive information relating specifically to an identified individual or institution nor to claim to have done so, not to match any datum contained in the materials with any other data or datasets. Additionally, no listings of information from individual records will be published or otherwise released.

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“The data utilized in this (publication) were made available by the National Data Archive on Child Abuse and Neglect, Cornell University, Ithaca NY; and have been used by permission. Data from the study (study name) were originally collected by (principal investigator name and institution). Neither the collector of the original data, the funder, the Archive, Cornell University, or its agents or employees bear any responsibility for the analyses or interpretations presented here.”

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**(7) Errors:** To notify the Archive of any errors discovered in the materials.

**(8) Liability:** To accept that the Archive and the depositor of the materials supplied bear no legal responsibility for their accuracy or comprehensiveness. To indemnify and hold harmless Cornell University, The National Data Archive on Child Abuse and Neglect, U.S. Department of Health and Human Services, and any employees or agents of the same against any and all claims for damages, demands, and all other actions and all expenses and costs arising from such demands whatsoever arising from the release of the materials.

**(9) Completion:** To inform the Archive of the completion of the project and, if requested by the Archive, to destroy or return the materials to the Archive.

I understand that violation of any of the above-mentioned conditions will be a breach of this Terms of Use Agreement, will constitute unethical professional practice, and may subject me to legal action under applicable statutes and regulations.

User Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Organization: \_\_\_\_\_

**Supervising Faculty Signature (required for all undergraduate students):**

Signature of Supervising Faculty Member \_\_\_\_\_

Date Signed \_\_\_\_\_

Name of Supervising Faculty Member (print) \_\_\_\_\_

Only a signed original hard copy of this document can be accepted, **not** faxes or photocopies. Please mail this completed agreement to:

National Data Archive on Child Abuse and Neglect  
Attention: Data Orders  
Beebe Hall - Family Life Development Center  
Cornell University, Ithaca, NY 14853

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