**DATA USE AGREEMENT**

This Data Use Agreement ("Agreement") is by and between The University of North Carolina at Chapel Hill ("UNC-Chapel Hill") and \_\_\_\_\_\_\_\_\_\_\_\_ ("Agency"). This agreement covers the National Quality Improvement Center for Adoption and Guardianship Support and Preservation (QIC-AG) project which is funded through the Department of Health and Human Services, Administration for Children and Families, Children’s Bureau, grant #90C01122-01-00 (the “Project”).

Whereas UNC-Chapel Hill is interested in obtaining Adoption and Foster Care Analysis and Reporting System ("AFCARS") and National Child Abuse and Neglect Data System ("NCANDS") data and other child welfare administrative data, including data on children receiving adoption and guardianship subsidies from the state, files that allow linkages between adoption and AFCARS data, and service provision data (collectively, the "Data") from state child welfare systems, or state-approved partners doing work on their behalf, for purposes of data collection, data analysis, and evaluation of the National Quality Improvement Center for Adoption and Guardianship Support and Preservation (QIC-AG);

Whereas UNC-Chapel Hill will be serving as the coordinating center/host site for the Project and desires to share the Data and analyses thereof with its project partners, University of Wisconsin-Milwaukee, University of Texas at Austin School of Social Work, Spaulding for Children, and local university partner when applicable (collectively, the “Project Partners”).

Whereas Agency is willing to provide the Data to UNC- Chapel Hill for such purposes;

Now, therefore, in consideration of the mutual obligations set forth below, the parties agree as follows:

1. Agency agrees to provide UNC-Chapel Hill with AFCARS data on a semi-annual basis and NCANDS data on an annual basis promptly after such Data is provided to the U.S. Department of Health and Human Services.  In addition, Agency agrees to provide UNC-Chapel Hill with such other Data and in such other format as the parties shall mutually agree.

UNC-Chapel Hill and Project Partners may use the Data for educational research purposes, including but not limited to: (a) creating a longitudinal data set; (b) producing aggregate secondary analyses of child welfare outcomes; and (c) evaluation of the QIC-AG. Agency is also interested in analyses and reports on child welfare outcomes broken down by race/ethnicity, and UNC-Chapel Hill and/or its Project Partners may use the Data to produce and publish such analyses and reports in the event that UNC-Chapel Hill and/or its Project Partners elect to generate such analyses and reports.

1. UNC-Chapel Hill agrees:
	1. To not use the Data to contact any individual whose information is contained in the Data;
	2. To require employees, consultants, or Project Partners of UNC-Chapel Hill to agree to the restrictions on the use of the Data contained in this Agreement as a condition of receiving access to the Data; UNC-Chapel Hill has adopted the ISO/IEC 27002 Code of Practice for Information Security Management as its campus security framework.
	3. To notify Agency if UNC-Chapel Hill becomes aware of any unauthorized disclosure or other unauthorized use of the Data. UNC-Chapel Hill will comply with applicable law regarding the protection of sensitive data and disclosure of data security breaches, including, without limitation, The Identity Theft Protection Act of 2005, N.C. Gen. Stat. § 75-60 *et seq*. and § 132-1.10 of the North Carolina Public Records Act.
2. Contacts. The individuals designated below will serve as contact persons for coordinating the submission of Data pursuant to this Agreement. A party may change its designated contact by notifying the other parties.
	1. For Agency:

Agency Name:

Agency Authority:

Agency Address:

Agency Phone:

Agency Authority email address:

* 1. For UNC-Chapel Hill:

University of North Carolina at Chapel Hill

Attn: Mark Testa, Ph.D.

School of Social Work

325 Pittsboro St., Campus Box 3550, Chapel Hill, NC 27599

Telephone: 919-962-6496

E-mail: mtesta@email.unc.edu

 With copy to:

 Nina Cannon

 Office of Industry Contracting

 720 Martin Luther King Jr. Drive, Suite 1100

 Chapel Hill, NC 27599-1651

 919-843-2698

 oic@unc.edu

1. Termination. This Agreement may be terminated at any time by mutual consent. In addition, either party to this Agreement may terminate the Agreement by giving 30 days written notice to the other party. This Agreement will be terminated at the end of the 30­ day period.
2. Miscellaneous. This Agreement, including any attachments or exhibits, represents the entire agreement between the parties relating to the subject matter hereof. This agreement may not be amended or modified, in whole or in part, except by a written agreement executed by an authorized representative of each party. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of that right or future enforcement of that or any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

THE UNIVERSITY OF NORTH [AGENCY NAME]

CAROLINA AT CHAPEL HILL

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Barbara Entwisle [Name]

Vice Chancellor for Research [Title]

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Date Date