

Letter of Understanding

Integrated Public Use Microdata Series International and **[Official Statistical Institute of Country X]**

Purpose. The purpose of this letter is to specify the terms and conditions under which metadata and microdata produced by the **[Official Statistical Institute of Country X]** shall be distributed by **Integrated Public Use Microdata Series International** of the University of Minnesota.

1. **Ownership.** The **[Official Statistical Institute of Country X]** is the owner and licensee of the intellectual property rights (including copyright) in the metadata and microdata of [Country X] acquired by the University of Minnesota to be distributed by **Integrated Public Use Microdata Series International**. This agreement explicitly authorizes release to the University of microdata of [Country X] that may be in the possession of third parties. The University is obligated to provide to the **[Official Statistical Institute of Country X]** timely notice of any such acquisitions and, upon request and without cost, provide copies of same.
2. **Use.** These data are for the exclusive purposes of teaching, scientific research and publishing, and may not be used for any other purposes without the explicit written approval, in advance, of the **[Official Statistical Institute of Country X]**.
3. **Authorization.** To access or obtain copies of integrated microdata of [Country X] from **Integrated Public Use Microdata Series International**, a prospective user must first submit an electronic authorization form identifying the user (i.e., principal investigator) by name, electronic address, and institution. The principal investigator must state the purpose of the proposed project and agree to abide by the regulations contained herein. Once a project is approved, a password will be issued and data may be acquired from servers or other electronic dissemination media maintained by **Integrated Public Use Microdata Series International**, the **[Official Statistical Institute of Country X]**, or other authorized distributors. Once approved, the user is licensed to acquire integrated metadata and microdata of [Country X] from **Integrated Public Use Microdata Series International** or other authorized distributors. No titles or other rights are conveyed to the user.
4. **Restriction.** Users are prohibited from using data acquired from the **Integrated Public Use Microdata Series International** or other authorized distributors in the pursuit of any commercial or income-generating venture either privately, or otherwise.
5. **Confidentiality.** Users will maintain the absolute confidentiality of persons and households. Any attempt to ascertain the identity of a person, family, household, dwelling, organization, business or other entity from the microdata is strictly prohibited. Alleging that a person or any other entity has been identified in these data is also prohibited.

6. Security. Users will implement security measures to prevent unauthorized access to microdata acquired from **Integrated Public Use Microdata Series International** or its partners.
7. Publication. The publishing of data and analysis resulting from research using metadata or microdata of [Country X] is permitted in communications such as scholarly papers, journals and the like. The authors of these communications are required to cite **[Official Statistical Institute of Country X] and Integrated Public Use Microdata Series International** as the sources of the data of [Country X], and to indicate that the results and views expressed are those of the author/user.
8. Violations. Violation of the user license may lead to professional censure, loss of employment, and/or civil prosecution. The University of Minnesota, national and international scientific organizations, and the [Official Statistical Institute of Country X] will assist in the enforcement of provisions of this accord.
9. Sharing. **Integrated Public Use Microdata Series International** will provide electronic copies to the **[Official Statistical Institute of Country X]** of documentation and data related to its integrated microdata as well as timely reports of authorized users.
10. Jurisdiction. Disagreements which may arise shall be settled by means of conciliation, transaction and friendly composition. Should a settlement by these means prove impossible, a Tribunal of Settlement shall be convened which will rule upon the matter under law. This Tribunal shall be composed of an arbitrator, which shall be selected by the ICC International Court of Arbitration. This agreement shall be governed by, and construed in accordance with, generally accepted principles of International Law.
11. Order of Precedence. In the event of a conflict between a term or condition of this Letter of Understanding and a term or condition of any Contract, to which this Letter of Understanding is attached, the term or condition in this Letter of Understanding shall prevail.

Date: _____

Signed: _____

Regents of the University of Minnesota

By: Kevin J. McKoskey, Sponsored Projects Administration

Date: _____

Signed: _____

Rev. Jan. 27, 2005