**DATA USE AGREEMENT**

This Data Use Agreement ("Agreement") is by and between The University of North Carolina at Chapel Hill ("UNC- Chapel Hill") and the \_\_\_\_\_\_\_\_\_\_\_\_ Department of Social Services ("State Agency").

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 from the child welfare systems of each state for purposes of data collection and data analysis;

Whereas UNC- Chapel Hill desires to make analyses of the AFCARS and NCANDS data available to third parties, including but not limited to courts and child welfare agencies through the Fostering Court Improvement Project;

Whereas State Agency is willing to provide AFCARS and NCANDS 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. State 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, as well as a file containing court information at State option (collectively the "Data"). The identifying information in these datasets is encrypted and will be provided via an upload on a secure Hypertext Transfer Protocol (https) site or on a CD.
2. UNC- Chapel Hill 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) publishing such analyses and reports regarding such analyses on the Fostering Court Improvement website ("FCI Website"), currently located at:

http://www.fosteringcourtimprovement.org/stateaccess.html.

 State Agency is also interested in analyses and reports on child welfare outcomes broken down by race/ethnicity, and UNC- Chapel Hill may use the Data to produce and publish such analyses and reports in the event UNC- Chapel Hill elects to generate such analyses and reports.

1. If State Agency desires that access to the analyses and reports based on its Data appearing on the FCI Website be limited to users who have a password, State Agency will notify UNC- Chapel Hill and will provide UNC- Chapel Hill with the applicable password. UNC- Chapel Hill will cause the password protection to be implemented on the FCI Website. State Agency will be responsible for providing users with the applicable password.

4. UNC-Chapel Hill agrees:

* 1. To not use the Data to identify any individual or to contact any individual whose information is contained in the Data;
	2. To require employees or consultants 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-CH has adopted the ISO/IEC 27002 Code of Practice for Information Security Management as its campus security framework.
	3. To notify State Agency if UNC- Chapel Hill becomes aware of any unauthorized disclosure or other unauthorized use of the Data. UNC-CH 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.
1. 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 State Agency:

* 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

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 [STATE AGENCY NAME]

CAROLINA AT CHAPEL HILL

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

Kevin Seitz [Name]

Interim Vice Chancellor for [Title]

Finance & Administration

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Date Date