

Data Use Agreement

The China Health and Nutrition Survey (CHNS) began in 1989 and as of 2010 had collected 8 rounds of data. The CHNS obtains information on health, reproduction, nutrition, income, assets, expenditures, employment, and education from members of Chinese households and from the households themselves. Additional data on aging and physical activity and inactivity were added for CHNS1997 and subsequent surveys, and data on mass media use were added for CHNS2000 and subsequent surveys. Geocoordinates of communities' center, major restaurants and markets, and the respondents' homes were added for CHNS2009 and subsequent surveys, and biospecimens were collected for CHNS2009 and every other subsequent survey. The survey has also collected information about the communities in which the households are located.

Household-level, individual-level, and several lower-level data are distributed free of charge via the web. All other data could be used to deduce survey location, and its use is therefore restricted. In order for CHNS project staff to distribute any of these data, while abiding by requirements of the Health Sciences Institutional Review Board at the University of North Carolina at Chapel Hill, it is necessary that potential users of these data agree to follow the guidelines and restrictions listed below.

Community-level and compiled county-level data (attached to CHNS community identifiers) is distributed free of charge. However, it can be used to identify respondents' locations and requires that scholars complete a data use agreement, obtain the approval of the local IRB (institutional review board or ethics committee), provide documents listed in article K of the Terms of Agreement, and pay a \$50 handling and shipping fee.

Geocoordinates are never distributed as is. Scholars wishing to use these locations to link CHNS respondents or their communities with external data must request these links from the CHNS project staff and pay a fee for the linking service. Three types of spatial data requests may be made:

1. Tabular join based on administrative division codes, level 3 (US \$100 non-refundable processing fee and additional fee for deductive disclosure will be charged). CHNS project staff reserve the right to obfuscate the external data in order to reduce the probability of deductive disclosure of respondents' identities.
2. Spatial join of data supplied by the scholar (US \$150 non-refundable processing fee will be charged and a quote for the spatial join and deductible disclosure will be supplied).
3. Scholars may request the CHNS project to collect spatial data (fees vary).

Biospecimen data will be released one year after full data cleanup is complete. Scholars who need to use biospecimen data are required to complete a data use agreement, obtain the approval

of the local IRB, and provide detailed description of the research the researcher intends to undertake. Detailed requirements are listed in the A Guide to Ancillary Studies in China Health and Nutrition Survey.

Terms of Agreement

In order to protect the anonymity of respondents to the China Health and Nutrition Survey, the undersigned researcher, who is applying to receive individual, community, county, or spatial CHNS data (hereinafter called "confidential data"), and also his/her parent institution (center, department, or other legally established entity), agree to abide by the following guidelines:

- A. The researcher will use confidential data only for the purposes he/she outlines in document 1 referred to in article K, below.
- B. The researcher will not share these confidential data with anyone whose name does not appear in document 2 referred to in article K, below. **“Sharing” includes not only providing data as received from CHNS staff, but also providing secondary information obtained from the confidential data.** This is not meant to hinder publication of the results of analyzing confidential data, but publication must not risk the violation of respondents' anonymity. **The researcher must attest that he/she will not disseminate these CHNS confidential data to anyone not listed as a member of his/her research team and included in his/her IRB application.** These persons must be at the same institution. Under no terms can data be shared with scholars at other institutions without their also following similar procedures. In other words, sharing is allowed only at the institution whose human protections form and signature are provided by the applicant researcher(s).
- C. The researcher will use confidential data only on the premises of the department or institute whose chair or director has signed this agreement. Before these data may be moved to another department or institute, a new agreement specific to the new location must be submitted for approval, including all applicable signatures.
- D. The researcher affirms that he/she has the capacity to restrict access to confidential data. Such capacity may include features of a computer operating system, software that removes electronic images of data from physical storage devices, locking cabinets in which to store the disks or tapes on which confidential data, including back-up copies, are written, and the training of personnel who will handle confidential data. The China Health and Nutrition Survey reserves the right to judge the adequacy of such protections.
- E. The researcher will use the restrictive measures - such as those listed in section D, above - to which he/she has access in safeguarding CHNS confidential data.
- F. The researcher will not release nor permit others to release any information that identifies individuals, households, or communities, directly or indirectly.

- G. The researcher will not attempt to link nor permit others to attempt to link the CHNS datasets with individually identifiable records from any other source.
- H. The researcher will not attempt to use nor permit others to use the datasets to learn the identity of any individual, household, or community included in any CHNS dataset.
- I. The researcher will not use nor permit others to use the data concerning individuals, households, or communities (1) for commercial or competitive purposes involving those individuals, households, or communities or (2) to report data that could identify, directly or by inference, individuals, households, or communities.
- J. To avoid inadvertent disclosure of individuals, households, or communities, the following guidelines will be used in the release of statistics derived from the data files.
1. In no case should all records in any row or column be found in a single cell.
 2. In no case should the total for a row or column of a cross tabulation be fewer than three records.
 3. In no case should a cell frequency of a cross tabulation be fewer than three records.
 4. In no case should a quantity figure be based on fewer than three records.
 5. Data released should never permit disclosure when used in combination with other known data.
- K. The researcher encloses with this agreement the following documents:
1. A brief description of the research the researcher intends to undertake using confidential CHNS data.
 2. A list of the names and organizational affiliations of all those with whom the researcher will engage in this research at the same institution.
 3. A description of the means by which the researcher will restrict access to confidential CHNS data, as outlined in article D, above.
 4. If *the request is for any confidential or spatial data*: A document, in the form in use at his/her institution, signifying the approval of the local institutional review board (ethics committee) for: (a) the research described in document 1, above; (b) the security measures described in document 3, above. If these conditions have not already been met, see <http://www.hhs.gov/ohrp/> for more information and guidance.
 5. If the research project involves use of US government funding, 1) the IRB must be certified by the U.S. National Institutes of Health, and 2) if the institute in question is not located in the U.S., it will be necessary that its ethics committee be registered with the DHHS Office of Human Research Protections and that the institution obtain Federalwide Assurance (FWA). For community-level data, the foreign institution need not have the FWA.
 6. An IRB number and a copy of the IRB approval letter for the study that the researcher proposes to undertake. It is important to note that this IRB approval must limit use of the data sets to those noted on the IRB clearance. Data cannot be provided by any user to others not authorized to use these data in the IRB application.

- L. The researcher will report to Dr. Barry Popkin, at popkin@unc.edu, any breach of this agreement within 15 days of his/her discovery of such breach.
- M. The researcher will use the following acknowledgement in all publications resulting from use of the CHNS data: "This research uses data from the China Health and Nutrition Survey (CHNS). We thank the National Institute of Nutrition and Food Safety, China Center for Disease Control and Prevention; the Carolina Population Center, University of North Carolina at Chapel Hill; the National Institutes of Health (NIH; R01-HD30880, DK056350, and R01-HD38700); and the Fogarty International Center, NIH, for financial support for the CHNS data collection and analysis files since 1989. We thank those parties, the China-Japan Friendship Hospital, and the Ministry of Health for support for CHNS 2009 and future surveys."
- N. A check payable to Carolina Population Center.

Within approximately three weeks of receiving a completed data-use agreement and the necessary enclosures described above, CHNS staff will notify the undersigned researcher of whether they have approved the nature of the proposed research and the means by which the researcher will restrict access to confidential data. If these two approvals are given, within another three weeks CHNS staff will make the data available to the researcher and/or will contact the researcher regarding requests for use of spatial data.

The following form must be completed in full and the original copy mailed, along with the supplemental documentation outlined in article G above, to the address below. In signing a Data Use Agreement, the researcher acknowledges that any violation of its terms may result in his/her becoming subject to punitive legal action.

Mail to:

Ms. Frances Dancy c/o
Dr. Barry Popkin
Carolina Population Center
The University of North Carolina
123 West Franklin Street, University Square East
Chapel Hill, NC 27516-3997
USA

China Health and Nutrition Survey

Agreement for the Use of Confidential Data

Name, Title, and Email Address of Researcher: _____

Researcher's Institutional Address: _____

Researcher's Signature: _____ Date: _____

Other scholars at this institution who will have access to these CHNS data:

Name, Title, and Email Address of Researcher: _____

Name, Title, and Email Address of Researcher: _____

Name, Title, and Email Address of Researcher: _____

Name, Title, and Email Address of Researcher: _____

Name of Department or Institute: _____

Name and Title of Department Chair or Institute Director: _____

Chair/Director's Institutional Address: _____

Signature of Chair/Director: _____ Date: _____

If the request is for confidential or spatial data :

Name and Title of Institutional Review Board (ethics committee) Official: _____

IRB Official's Institutional Address: _____

Signature of IRB Official: _____ Date: _____

Note: The IRB application will conform to the format of each institution. This application must specify what data sets from the CHNS are being requested. If these include confidential or spatial data sets, the application must discuss how he or she and their colleagues on the application will control dissemination of these data as well as fulfill all the confidentiality requirements.

The categories and rounds of datasets being requested are:

Household- and individual-level data, rounds: _____

Biospecimen data, rounds: _____

Community- and county-level data, rounds: _____

Tabular or spatial data join, rounds: _____