

ANNENBERG PUBLIC POLICY CENTER OF THE UNIVERSITY OF PENNSYLVANIA
DATA CONFIDENTIALITY AGREEMENT

Thank you for your interest as an academic researcher in obtaining replication datasets from the Annenberg Institutions of Democracy (“AIOD”) Survey, administered by the Trustees of University of Pennsylvania through its Annenberg Public Policy Center (“APPC”). In order to comply with certain obligations regarding the confidentiality of the survey participants and survey data, prior to receiving the data requested, please read, complete where indicated, sign as the Data Recipient (“Data Recipient”), secure an authorized signature from your institution (“Recipient Institution”), and return this Data Confidentiality Agreement (“DCA”) to APPC’s Managing Director of Survey Research at ken.winneg@appc.upenn.edu. The DCA will be effective on the date of the last signature. If you have any questions, please contact the Managing Director of Survey Research at ken.winneg@appc.upenn.edu.

In return for receiving the AIOD data you requested (the “AIOD Data Set”) and other valuable consideration, and intending to be legally bound, the recipient of the AIOD Data Set (“You” or “Data Recipient”) hereby agree that:

1. These terms are non-negotiable.
2. You will not use or disclose the AIOD Data Set for any purpose other than the analyses stated below, or as required by law.
3. You will not distribute any part of the AIOD Data Set to anyone who is not part of Your research team, unless required by law.
4. You will use appropriate safeguards to prevent the use or disclosure of the AIOD Data Set in any way not set forth in this DCA.
5. You will report to the APPC any use or disclosure of the AIOD Data Set not permitted by this DCA, of which You become aware. Such reports should be made to the managing director of survey research at the email address below.
6. You will ensure that any other individuals, such as students and other researchers, to whom You provide any part of the AIOD Data Set, agree to the same restrictions and conditions that apply through this DCA to You, with respect to such information.
7. You will not link the AIOD Data Set with any other files.
8. You may not use the AIOD Data Set for any commercial purposes. The AIOD Data Set may not be used in research that is subject to obligations to any third party, other than obligations to the U.S. government resulting from research that is funded by the U.S. government.
9. The AIOD Data Set contains no geographic identifiers below the state level. If You wish to receive the data with county-level identifiers, You may request that data, pending an IRB approval from Your university. This IRB approval may **not** be an exempt approval but must go through full IRB review and approval to document how You will prevent the accidental disclosure of participants’ identities.
10. You will not re-identify the human source of any information contained in the AIOD Data Set or contact the individual.

11. If You use the AIOD Data Set in any publications, You will cite it as:

Annenberg Public Policy Center. 2024. Annenberg Institutions of Democracy Panel Study, 2019-2021, Version 1.0 [Computer File]. Philadelphia, PA: University of Pennsylvania.
12. Beyond citing the APPC as the source of the data (as per the above), You will not refer to the APPC or the University of Pennsylvania in any way without our express written consent.
13. You assume the entire risk and all liability related to use of the AIOD Data Set. In no event will the University of Pennsylvania, the APPC, or any other entity associated its production be liable to You or any other entity for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of the AIOD Data Set or Your analysis of it.
14. You agree to assume liability arising out of or relating to (1) any unauthorized or unlawful disclosure or release of any information obtained under this DCA; and/or (2) any breach of the DCA.
15. You acknowledge that the AIOD Data Set is provided without a warranty of any kind, express or implied.
16. APPC may terminate this DCA, for any or no reason, by giving You ten (10) days written notice. Upon termination, You will promptly return or destroy all of the AIOD Data Sets received from APPC, or, if return or destruction is not feasible, You will continue to perform the obligations set forth in this DCA to the greatest extent practicable to protect against the identification of any participant in any AIOD study or survey.
17. In case of any data breaches or other significant issues, please contact the managing director of survey research at ken.winneg@appc.upenn.edu.

By signing below, You represent that You are authorized to enter into this contract on behalf of the Data Recipient/Recipient Institution and sign contracts on Your/its behalf.

Please fill out the following information before obtaining signatures:

Legal name of the Recipient Institution to whom the data is being released and that is taking responsibility for its use and confidentiality [e.g. university name]:

Name and title of Data Recipient [the Principal Investigator or other academic researcher at the Recipient Institution to whom the AIOD Data Set will be released]:

Meaningful description of the data and data elements to be disclosed:

Title of research project and brief description of academic purpose(s):

SIGNATURES TO FOLLOW

The Trustees of the University of Pennsylvania

Recipient Institution

Signature Date

Authorized Signature* Date

Name

Name

Title

Title

Read & Acknowledged by APPC Representative

Read & Acknowledged by Data Recipient

Signature Date

Recipient Signature Date

Kenneth M. Winneg, Ph.D.

Name

Name

Managing Director of Survey Research

Title

Title

Address

City, State, and Zip Code

Telephone Number

Email Address

***An Authorized Representative of your university must also sign on the university's behalf.** Typically, the authorized person is someone in your university's legal, financial, or research/business services departments.