

# Smokefree Program Data Terms of Use



It is of utmost importance to ensure the confidentiality of participants of the Smokefree program. National Cancer Institute (NCI) expects that users of the data will adhere to the strictest standards of ethical conduct for the analysis and reporting of nationally collected data. It is mandatory that all research results be presented/published in a manner that protects the integrity of the data and ensures the confidentiality of participants.

In order for the Smokefree program to provide a version of its data to you, it is necessary that you agree to the following provisions.

1. You will not present/publish data in which an individual can be identified. Publication of small cell sizes should be avoided.
2. You will not attempt to link nor permit others to link the data with individually identified records in another database without approval or consent from the individual or an IRB (that is shared with the Smokefree Program at the time of the data use agreement). Additionally, you will not attempt to link nor permit others to link the data with individually identified records in another database for any purpose other than that identified in the IRB approval.
3. You will not attempt to learn the identity of any person whose data are contained in the supplied file(s), without consent from the individual.
4. Without the consent of the individual, if the identity of any person is discovered inadvertently, then the following must be done:
  - a. No use will be made of this knowledge;
  - b. The Smokefree Program staff will be notified of the incident; and
  - c. The IRB will be notified of the incident.
5. You will not release data in full or in part to any person except with the written approval of Smokefree Program Director at NCI.
6. If accessing the data from a centralized location on a time sharing computer system or LAN, you will not share your logon name and password with any other individuals. You will also not allow any other individuals to use your computer account after you have logged on with your logon name and password.
7. For all software, code, or other products provided by the Smokefree Program, you will not copy, distribute, reverse engineer, profit from its sale or use, or incorporate it in any other software system without NCI's consent.
8. The source of information must be cited in all publications. Please see Suggested Citation below.
  - a. Suggested Citation: Smokefree.gov Initiative. YEAR (SMOKEFREE, YEAR): National Cancer Institute, DCCPS, Behavioral Research Program, Tobacco Control and Research Branch. Data collection MONTH YEAR-MONTH YEAR.
9. Preliminary results or findings will be shared with the Smokefree Program in reciprocation to inform future studies and strengthen the program.

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**10.** If using Smokefree data in a research study, you will provide Smokefree Program Staff with:

- a. An approved IRB protocol
- b. A study plan
- c. Data security management plan
- d. Funding source
- e. Consent forms
- f. Publication plan (Optional)

**11.** If using Smokefree data in a non-research context, you will provide Smokefree Program Staff with the following:

- a. A description of how the data will fit into current services
- b. HIPAA relevant documentation, specifically concerning data management
- c. Consent forms/consent from individual or documentation of process prior to use

I, \_\_\_\_\_ agree to comply with the above stated provisions.

Signature \_\_\_\_\_ Date \_\_\_\_\_