



## DATA USE AGREEMENT

Information or “data” that is provided, obtained, shared or used for research is confidential and must be used only for statistical reporting or research purposes. It is necessary to ensure, to the extent possible, that any use of such data be limited to research by legitimate researchers, and in accordance with applicable laws and this Data Use Agreement (Agreement). Furthermore, data must be secured in accordance with applicable laws and regulations ensuring the continued confidentiality of the data. Before research data can be released, the Provider of the Data and the Recipient of the Data must agree to several provisions.

**This Agreement to share data is between the following parties:**

**Provider of the Data (Releasing Institution):** Lexington-Fayette Urban County Government on behalf of the Lexington Police Department

and

**Recipient of the Data:** RTI International

- 1. What are the specific identifiers you are receiving for the purposes of this agreement? What are the types of “Data” included in the following dataset (i.e. the variables of interest being included in this data set)?**

Description of Data being requested under this Agreement: The RTI SAKI TTA Sexual Assault Unit Assessment Team will review a sample of 100 sexual assault case files meeting the FBI definition of rape. <https://ucr.fbi.gov/crime-in-the-u.s/2018/crime-in-the-u.s.-2018/topic-pages/rape>

## 2. Planned use for the Data is as follows:

RTI Project Title for which Data will be used: The National Sexual Assault Initiative Training and Technical Assistance: Sexual Assault Unit Assessments

RTI Project Number: 0217208

IRB Number of Project: 21127

Planned use of Data being requested under this Agreement: RTI and its consultants are conducting voluntary assessments of Sexual Assault Units' policies and procedures under the National Sexual Assault Kit Initiative Training and Technical Assistance Program. The Sexual Assault Units are investigative units within local law enforcement agencies.

Details on the types of metrics collected as part of the case review will be discussed and agreed upon mutually with the LPD during the pre-site planning process. Potential case metrics include case characteristics, investigative case documentation, initial and investigative response, case closure and prosecution submittal, and case follow up attributes (e.g., sexual assault kit evidence, number of suspect(s) and number of witnesses). No personal identifying information is retained. The RTI review team will record the agreed upon metrics and conduct the data analysis. Results from these analyses will be summarized in a report that will be shared with other RTI staff with the need to view data, SAKI TTA partnering organizations, the Bureau of Justice Assistance as well as the Lexington Police Department. Data findings will not be shared with the public without the approval from the Lexington Police Department.

## 3. What is the planned time period for which Data are being requested?

Requested date of Data release to you: November 30, 2020

Estimated date of Data return or destruction: May 31, 2021

Are there are plans to maintain derivative or analytic data sets (Y/N)? No

#### 4. What are the Data Security Safeguards and the Use of Cloud Services?

As part of the assessment, investigative case file reviews of a sample of sexual assault cases will be conducted by RTI staff and RTI SAKI TTA consultants. We will work with the Lexington Police Department (LPD) to review a sample of cases (~100 files) from the past two years.

Case review of the LPD Sexual Assault investigative files will be done in conformance with the FBI CJIS Security Policy found at:

<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

In the review of these files, the designated members of the SAKI TTA Assessment Team (staff and consultants) will all have passed a background check. The method of case review will be mutually agreed upon during the pre-site visit planning process—either electronic format or hardcopy. Electronic files will be shared with RTI via secure File Transfer Protocol (FTP). Identifiable information, such as names of investigators, victim, and/or suspects, or identifiable case specifics will not be recorded by the Assessment Team. The assessment team will only record the agreed upon variable describing case characteristics. Files will be kept within the assessment process on a secured drive housed on RTI servers with firewalls in place for protection. Data files will only be saved for the duration of the assessment and will be destroyed upon conclusion. No data will be saved, copied, stored after the assessment.

#### TERMS AND CONDITIONS

**By receiving the Data described above from the Provider, the Recipient (RTI) agrees to the following:**

1. RTI certifies that the statements made in this Agreement (above) regarding the planned use of the Data are complete and accurate.
2. RTI will not use the Data for purposes other than described in this Agreement and as approved by RTI's Institutional Review Board (IRB) or provide documentation that RTI's IRB approval/review is not required.
3. RTI will establish and maintain the appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Data and to prevent unauthorized use or access to the Data.

4. RTI will not disclose Data nor permit others to use the Data except as described in this Agreement. Within our institution or organization, access to the Data shall be limited to the minimum number of individuals necessary to achieve the purpose stated in the Agreement.
5. RTI agrees that no findings or information derived from the Data may be released if such findings contain any combination of data elements that might allow for identification or the deduction of a study participant's identity.
6. RTI agrees to subject any findings or manuscripts proposed for public release (e.g., abstracts, presentations, publications) to a stringent review to assure that data confidentiality is maintained and that individual study participants cannot be identified.
7. RTI will report within seventy-two (72) hours to the Provider any use or disclosure of the Data other than as permitted by this Agreement.
8. In the event of an unauthorized disclosure, RTI will take all reasonable steps to mitigate the effects of such improper use or disclosure of Data, cooperating with all reasonable requests by the provider towards that end.
9. RTI agrees that in the event that the Provider determines or has a reasonable belief that we have violated any terms of this Agreement, the Provider may terminate this Agreement and require that we return the Data and all derivative files.
10. RTI agrees to destroy the Data or continue to protect the confidentiality of the Data through the end of the study.
11. Either party may terminate this Agreement upon thirty (30) days written notice. Upon termination of this Agreement, RTI will return or destroy, at the Provider's instruction, all copies of Data or portions thereof in its possession that we received from the Provider or created (or had others create) using Data received from the Provider.
12. This Agreement shall be construed in accordance with all applicable laws, and in a manner that supports compliance by Recipient and Provider with all applicable requirements of:
  - Health Insurance Portability and Accountability Act (HIPAA), and the Privacy Act of 1974
  - Family Education Rights and Privacy Act, 20 U.S.C. 1232g (FERPA), and its implementing regulations at 34 C.F.R. Part 99
  - Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA).
  - Other: \_\_\_\_\_
13. The Terms and Conditions of this Agreement are for the sole benefit of RTI and Provider and do not create any third-party beneficiary rights.

**A. Signatures and Clearance for RECIPIENT Institution (RTI): RTI Researcher, RTI Office of Research Protection (ORP) or Regulatory and Quality Assurance**

**(RQA) Clearance, and RTI Office of Contracts (OoC) or Supply Chain Management (SCM) Signature**

The signatures below indicate that RTI will comply with the above stated provisions.

**1. Signature of RTI Researcher Responsible for this Data Request**



Signature

11/23/20

Date

Kevin Strom

RTI Researcher Name (printed or typed)

RTI International

Institution/Organization

919-485-5729

Telephone No.

kstrom@rti.org

E-mail Address.

**2. Clearance by RTI Office of Research Protections (ORP) or Regulatory and Quality Assurance (RQA)**

[Affix ORP or RQA Stamp Here]

**2. Signature of Official from RTI's Office of Contracts (OoC) or Supply Chain Management (SCM)**

On behalf of RTI, the undersigned individual hereby attests that he or she is authorized to legally bind RTI to the terms of this Agreement and agrees to all the terms specified herein.

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Signature	Date
<hr/>	
Daniel Wright	
<hr/>	
Name of Official from Office of Contracts or Supply Chain Management (printed or typed)	
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RTI International	
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Institution/Organization	
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919-316-3931	dwright@rti.org
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Telephone No.	E-mail Address.

**B. Signature of Official from PROVIDER/RELEASING Institution**

Signature below indicates that approval is given for release of Data to RTI for use according to the provisions outlined in this Agreement. On behalf of the Provider/Releasing Institution, the undersigned individual hereby attests that he or she is authorized to legally bind the Provider/Releasing Institution to the terms of this Agreement and agrees to all the terms specified herein.

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Signature	Date
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Name of Official from Provider/Releasing Institution (printed or typed)	
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Institution/Organization	
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Telephone No.	E-mail Address