

Guidelines for Obtaining the Restricted Data from the After the JD Study American Bar Foundation NALP Foundation

The NALP Foundation, the ABF and all *After the JD* stakeholders are committed to sharing the *AJD* data with researchers and other audiences. The researcher must be a faculty member (or a post/doctoral candidate under the supervision of a faculty member) or equivalent status at a college, university or research institute which has procedures for investigating and disciplining scientific misconduct, similar to the procedures outlined in 42 CFR 50.101 et seq. The Researcher must provide the American Bar Foundation c/o Robert L. Nelson with a copy (or link) to his/her college or university policy on scientific conduct. Exceptions will be made to this requirement for funding organizations which have specified access to the AJDRUD as a condition of funding.

The following contract for obtaining the restricted data from the After the JD Study requires the signatures of everyone who will have access to the data. After signing the contract you will receive access to a secure website designated for the After the JD data. Please allow a minimum of *six business days* for processing. When signed by all parties, these documents constitute a legally binding contract. The contract includes the following items.

Use this as a checklist to ensure that your application for data request is complete.

Attachment A - Investigator Information

Attachment B– Supplemental Agreement with the Investigator (or Research Institution) and
Research Staff

Attachment C–Security Pledge(s) signed by Investigator (or Research Institution) and each
Research Staff person

Attachment D–List of Funding Agencies

Attachment E–Description of Deductive Disclosure Risk

Nonrefundable fee (\$250 **for each wave** of data and \$150 for the AJD2 supplement) payable to
“American Bar Foundation – AJD Project”

Investigator is the person primarily responsible for the analysis and any other use of the AJD data.

Research Institution (where applicable) is the institution primarily responsible for the analysis and any other use of the AJD data.

Research Staff are all persons, excluding the Investigator, who will have access to the AJD data.

You Institution is the university or research institution at which the Investigator will conduct research using the restricted AJD data.

Funding Agencies are private or public organizations and institutes that provided funding for the After the JD Study.

PLEASE SEND ALL PAGES OF THE CONTRACT TO:

American Bar Foundation
Robert L. Nelson
AJD Principal Investigator
750 North Lake Shore Drive 4th Floor
Chicago, IL 60611

Attachment A
Contract for Obtaining the Restricted Data from the
After the JD Study

American Bar Foundation
NALP Foundation

Date:

Name of Investigator:

Your Institution:

Department:

Street Address:

City/State/Zip Code:

Telephone:

Fax:

Email:

Data Access for AJD Wave I AJD Wave II AJD II Supplement

Title of Research Project:

Type of Publication of Research Results (i.e. scholarly article, report for funding agencies, etc.):

Please append an abstract of your research project (no more than 500 words) and a summary of variables in the AJD data set, which are relevant to the research objectives to Attachment A.

Attachment B

Supplemental Agreement with the Investigator and Research Staff for the Use of the Restricted Data from the After the JD Study

The undersigned Investigator and Research Staff, in consideration of their use of the restricted After the JD dataset(s) and/or the AJD2 supplement, agree:

- 1) That the data are only used for aggregate statistical analysis for the purposes of the research project specified in Attachment A. Further, the data will only be published in aggregate statistical form.
- 2) That the Investigator and Research Staff have access to the data only within the terms of the assigned project specified in Attachment A.
- 3) That the Investigator and Research Staff will not make any attempt to identify (associate a name, address, or any identifier which links to a name or address) any person in the data set; and that if any person is inadvertently identified, to immediately notify the Principal Investigator of that identification.
- 4) That the Investigator will grant access to the dataset only to co-signatories of the contract agreement. (Persons who join the research project after the initial contract is signed may sign a subsequent contract, but may not have access to the dataset until they have done so.)
- 5) That the Investigator will ensure that the dataset is stored in computer files which are password protected, and will provide that password only to persons who are co-signatories of the contract agreement.
- 6) That the Investigator will ensure that no routine backup copies of the dataset are made, and that special backup copies are afforded the same protections as the prime versions.
- 7) That the Investigator will submit to the AJD Principal Investigator, Robert Nelson, a draft of any article, report, or graphic presentation, based on research using the Restricted Use Dataset as soon as practical *before* it is circulated to any other individual or group. This obligation may be met by informing the AJD Principal Investigator of upcoming presentations. Manuscripts should be circulated 10 days in advance of submission for publication unless otherwise authorized by the AJD Principal Investigator. The purpose of this review is to ensure that the anonymity of individual respondents and institutions has not been compromised.
- 8) That the Investigator and Research Staff will include appropriate disclaimers in any circulated or published paper stating "that the views and conclusions stated herein are those of the author and do not necessarily reflect the views of individuals or organizations associated with the After the JD study."
- 9) That the Investigator will destroy all versions and copies of the dataset within 12 months after publication of the first publication based on the dataset. The Investigator will inform the AJD Principal Investigator, in writing, that the data were destroyed. This period can be extended upon request to the AJD Principal Investigator.
- 10) That the Investigator will destroy all versions and copies of the dataset within 10 days after a written request to do so from the AJD Principal Investigator. (The AJD Principal Investigator will make such a request only if significant problems are discovered in the dataset or in the conduct of the research project that threaten to compromise the anonymity of individual respondents or individual institutions.)

Research Staff

Name	Signature	Date
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Name	Signature	Date
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Name	Signature	Date
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Name	Signature	Date
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Name	Signature	Date
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Investigator

Name	Signature	Date
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(or) Research Institution

Name	Signature	Date
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Attachment C

**Security Pledge
for the Use of the Restricted Data from the
After the JD Study**

Pledge of Confidentiality

I, _____, through my involvement with and work on the proposed project I will have access to data collected by the American Bar Foundation/NORC(wave1)/and ICPSR(wave2). By virtue of my affiliation with this project, I have access to confidential information and use of data about respondents generally perceived as personal and private. I understand that access to this confidential information carries with it responsibility to guard against unauthorized use and to abide by the Supplemental Agreement (Attachment B). To treat information as confidential means to not disclose it to anyone who is not a project member, or cause it to be accessible to anyone who is not a project member. Anything not specifically named as “public information” is considered confidential.

Each person using the After the JD data is reminded that disclosing confidential information directly or allowing non-authorized access to such information may violate the code of research ethics of my institution.

I agree to fulfill my responsibilities on this project in accordance with the following guidelines:

1. I agree to not permit non-project personnel access to the restricted dataset, in either electronic or paper copy.
2. I agree to not attempt to identify individuals, or institutions.
3. I agree that in the event an identity of an individual, or institution is discovered inadvertently, I will (a) make no use of this knowledge, (b) advise the AJD Principal Investigator, Robert L. Nelson, of the incident (c) safeguard or destroy the information as directed by the AJD Principal Investigator, and (d) not inform any other person of the discovered identity.

Name

Signature

Date

Email

Attachment D
List of Funding Agencies for the
After the JD Study

Access Group, Inc.

American Bar Foundation

Law School Admission Council

NALP Foundation for Law Career Research and Education

NALP The Association for Legal Career Professionals

National Science Foundation

Attachment E
Description of Deductive Disclosure Risk from the
After the JD Study

American Bar Foundation
NALP Foundation

The problem of deductive disclosure of an individual respondent's identity has become a major concern of federal agencies, researchers, and Institutional Review Boards in the recent past. In essence, deductive disclosure is the discerning of an individual respondent's identity and responses through the use of known characteristics of that individual. If a person is known to have participated in ANY survey, then a combination of his or her personal characteristics will allow an individual to determine which record corresponds to that individual.

Given the number of people surveyed from one profession, someone may know someone who participated in the After the JD study. Researchers who use the restricted AJD dataset are obligated to protect respondents from deductive disclosure risk by taking extraordinary precautions to protect the data from nonauthorized use. Precautions include, but are not limited to: downloading the original dataset from a secure website only once; saving the computer programs used to construct analysis data files, but not the data files themselves; retrieving paper printouts immediately upon output; shredding printouts no longer in use; password protecting the AJD data; signing pledges of confidentiality; and using the data solely for statistical reporting and analysis.