

Wearable Data - Sensitive Data – Institutional Signature Required

IMPORTANT: ALL FIELDS MUST BE COMPLETED

RETURN SEPARATE FORMS FOR ANY INDIVIDUALS WHO WILL ACCESS THE DATA

**THE UNDERSIGNED:**

First name \_\_\_\_\_ MI \_\_\_\_\_ Last name \_\_\_\_\_ Hereby undertakes to carry out work using the data of the USC Dornsife Center for Economic and Social Research (CESR) Understanding America Study (UAS).

Wearable data include all sensor-based measures collected through UAS, including summary, minute-level, second-level, or other continuous data streams derived from devices such as Fitbit, Apple Watch, Pixel Watch, and Garmin. All wearable data are treated as sensitive and subject to the full confidentiality and publication restrictions described below.

This work is related to my position at the educational or research institution:

\_\_\_\_\_ as a  research investigator or part of a research team;  professor / lecturer;  undergraduate student;  Masters student;  Ph.D. student;  Post-Doc (check all that apply).

I agree to use CESR UAS data only in accordance with the following conditions:

1. **Prohibition on Re-identification.** I will make no attempt to identify any individual participant in the UAS wearable data, nor permit others to do so.
2. **If the identity of any person in a UAS data file is inadvertently discovered:**
  - (a) No use will be made of the knowledge;
  - (b) The Director of UAS, Arie Kapteyn (uas-l@maillist.usc.edu), will be advised of the incident immediately;
  - (c) The information that would identify the individual will be safeguarded or destroyed, as requested by UAS; and,
  - (d) No one else will be informed of the discovered identity.
3. **To employ the following guidelines when producing tabulations for distribution or publication**
  - **Minimum cell sizes:** No tables or figures may display any statistic or value derived from fewer than **five (5)** participants.
  - **Complementary suppression:** If small cells are suppressed, additional cells must also be suppressed to prevent back-calculation from marginal totals.
  - **Single-participant illustrations:** Figures may display data from a single participant **only** when used to demonstrate data structure or analytic methods and **only if fully de-identified**—that is, they must not contain:
    - Participant IDs;
    - Absolute or calendar timestamps (e.g., dates or times of day);

- Geographic information (e.g., state, city, ZIP code, GPS coordinates, or environmental context);
- Combinations of characteristics that could reasonably enable re-identification (e.g., rare events or conditions).
- Such figures must be explicitly labeled as *illustrative examples* and not interpreted as individual-level findings.

4. **To publish only aggregate statistical summaries of the data**, subject to the provisions above, and provide a copy of all journal publications, public reports, or presentations based on the data to CESR UAS ([uas-l@maillist.usc.edu](mailto:uas-l@maillist.usc.edu)) c/o Tania Gutsche ([tgutsche@usc.edu](mailto:tgutsche@usc.edu)).

5. **To store and use this data set (and any data sets derived from it) in a secure computing environment.** Data must be stored and analyzed in a secure computing environment accessible only to authorized project personnel. No UAS data, including wearable data or derivative datasets, may be stored or posted on unprotected systems, cloud drives, or shared repositories. UAS can host analytic datasets as needed to satisfy journal or funder replication requirements.

6. **To acknowledge the UAS as the source in any journal publications, professional presentations, and detailed reports**, as follows: “*This study relies on wearable data from the Understanding America Study (UAS), maintained by the Center for Economic and Social Research (CESR) at the University of Southern California, and supported by the National Institute on Aging, the Social Security Administration, and the National Library of Medicine (U01AG054580, U01AG077280, U01AG077280-03S1A1, R01AG083097, R01LM013237).*”

7. **To use UAS data solely for research-related statistical reporting and analysis.** Data may not be used—alone or in combination with other data—for any administrative, commercial, or non-research purpose.

8. **To never share the file with, or provide copies of data files to, any other person or organization.** Note: Each co-author, research assistant/associate, graduate student, or undergraduate student, or other individual working on the research project must sign and submit a separate form.

9. **To return or destroy data files, and any derivative data files, upon request from UAS** or upon termination of this agreement, whichever occurs first, and to certify such destruction in writing within 30 days if requested by UAS.

10. The Receiving Entity Representative is a person authorized to enter into this contractual agreement on behalf of the Receiving Entity.

11. This agreement shall remain valid, even after conclusion of the work on the data.

12. UAS makes no warranties with respect to any UAS data and provides all data “as is” without any express or implied warranty of any kind, including any warranty as to merchantability, fitness for a particular purpose, accuracy, completeness or violation of third party intellectual property rights. UAS has no liability to the data user or the receiving entity for any activity, including testing or use of UAS data under this addendum.

13. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will UAS be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this addendum, and regardless of whether UAS was advised or had reason to know of the possibility of incurring such damages in advance.

**14. Institutional Responsibility for Compliance.** The Receiving Entity agrees to assume responsibility for ensuring that all personnel accessing UAS wearable data comply fully with this agreement. The Receiving Entity shall promptly investigate and report to UAS any suspected misuse, unauthorized disclosure, or data breach within 72 hours of discovery, and shall cooperate fully in any remedial action.

**15. Revocation of Access.** UAS reserves the right to revoke data access or terminate this agreement immediately in the event of any actual or suspected violation of these terms, or if continued access is deemed by UAS to pose a risk to participant confidentiality or institutional compliance obligations.

**16. Audit and Verification.** UAS or its designees may, with reasonable notice, request verification of compliance with this agreement, including confirmation of secure data storage, data destruction procedures, and access control. The Receiving Entity agrees to provide such confirmation in writing within 10 business days of request.

**17. Transparency, Replication, and Code Sharing.** Upon acceptance of any manuscript or public report based on UAS wearable data, the Data User and Receiving Entity agree to provide CESR UAS with:

- All code used for data processing, analysis, and visualization (including preprocessing and derived-variable generation);
- A data dictionary or variable list sufficient to reproduce results; and
- Any analytic datasets that are fully de-identified and compliant with this agreement.

CESR UAS may archive these materials internally for reproducibility review and, where permitted under publisher or funder policies, may make them publicly available in a controlled-access or embargoed repository after applicable journal embargoes expire.

Data Users remain responsible for ensuring compliance with publisher and funder open-data policies. No identifiable UAS data may be released publicly under this clause. Failure to provide these materials may result in suspension of future data access.

**DATA USER:** I understand and agree to these requirements. I also certify that the affiliation and contact information I provide is current, and I will submit a revised or updated agreement if/when my circumstances change.

Email address (use the email affiliated with your institution) \_\_\_\_\_

Signature \_\_\_\_\_

Place (e.g. US County and State, or Non-US region and country) \_\_\_\_\_

Date \_\_\_\_\_

**PROFESSOR/ADVISOR OF STUDENT DATA USER (REQUIRED FOR STUDENT ACCOUNTS):** I certify that I will oversee the student's use of UAS Data as part of a project or class assignment and will provide instruction and resources as needed to ensure safe data handling in accordance with this agreement. Data will be destroyed at the end of the project or class.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email: \_\_\_\_\_

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

**RECEIVING ENTITY REPRESENTATIVE INFORMATION AND SIGNATURE (REQUIRED FOR ALL AGREEMENTS)**

**This can be your signing official, department head, or materials transfer manager at your institution.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Institution name \_\_\_\_\_

Address line 1: \_\_\_\_\_ Address line 2 \_\_\_\_\_

City \_\_\_\_\_ U.S. State \_\_\_\_\_ U.S Zip Code \_\_\_\_\_

Country and Region code: \_\_\_\_\_

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

Please sign, scan, and return this statement to [uas-l@maillist.usc.edu](mailto:uas-l@maillist.usc.edu), or mail to Tania Gutsche;  
USC Center for Economic and Social Research (CESR); 635 Downey Way, Suite 501; Los Angeles,