

## Altria Client Services Underage Tobacco Use Survey (UTUS) Data Request Form

<b>General Information</b>	
<b>Title of Project:</b>	
<b>Principal Investigator:</b>	
<b>Institution:</b>	
<b>Date of Request:</b>	
<b>Data Years Requested:</b>	
<b>Data Format</b> (Check all that apply): <input type="checkbox"/> SAS transport <input type="checkbox"/> Stata	
<b>Project Duration:</b>	
<b>Are you requesting data on behalf of a tobacco manufacturer?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Contact person:</b>	
Email:	
Phone:	

List the name, institution, contact information, and role for anyone presently expected to contribute to this project (the “Research Team”). Add sections as needed. Applicants granted access to UTUS data will be required to notify Altria Client Services of subsequent changes to this list, if any, in accordance with the UTUS Data Terms of Use in Appendix A.

<b>Research Team</b>		
	<b>Principal Investigator</b>	<b>Co-Investigator</b>
<b>Name</b>		
<b>Email</b>		
<b>Phone</b>		
<b>Institution</b>		
<b>Mailing Address</b>		
	<b>Study Staff</b>	<b>Study Staff</b>
<b>Name</b>		
<b>Email</b>		
<b>Institution</b>		
<b>Role in project</b>		
	<b>Study Staff</b>	<b>Other, specify:</b>
<b>Name</b>		
<b>Email</b>		
<b>Institution</b>		
<b>Role in project</b>		

We will not share your contact information with other individuals or organizations without your permission, except as required by a valid order of a court or other government authority, or as otherwise required by law.

### **Additional Information about Proposed Study**

(Please provide the following information in an attachment to your request labeled as "Appendix B," which is incorporated herein by reference.)

**A. Research Purpose:** Include study aims, hypotheses, or research questions, and how UTUS data will be used to achieve these objectives. Please provide an overall analysis plan that specifies what analytic procedures or models you will use, including both descriptive and inferential statistics.

**B. Public Health Benefit:** In one paragraph, how does your proposed research with UTUS data benefit public health?

**C. Presentation of Results:** Please describe how you will present the results (in a report, publication in a peer-reviewed journal, presentation at a scientific meeting, used for internal policy analysis, etc.).

**D. References and work cited (if any)**

<b>Principal Investigator Attestation</b>
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By signing below, I, the Principal Investigator, attest that:

- The information provided in this UTUS Data Request Form is true and correct to the best of my knowledge;
- I have reviewed the Terms of Use for ALCS UTUS Data, which are labeled as Appendix A and incorporated here by reference;
- I have the authority to agree to these Terms on behalf of myself, the Research Team, and Institution, and do so agree;
- The information provided in this Data Request Form and my agreement to the Terms of Use constitute material representations of fact upon which ALCS may rely in making determinations about access to UTUS Data.

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Signature

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Name and Title (Print)

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Date

## **Appendix A**

### **Altria Client Services Underage Tobacco Use Survey Data**

#### **Terms of Use For External Investigators**

Altria is committed to the goal of preventing underage use of products intended for adults, and as part of this commitment, we have recently invested in creating the Altria Client Services Underage Tobacco Use Survey (UTUS). The underage tobacco use landscape has been dynamic in recent years, highlighting the importance of timely information, coverage of new products, and inclusion of young adults, 18-20 years of age, following the federal increase in the minimum age to purchase tobacco to 21. The UTUS provides timely data covering more product categories as compared to other current survey tools to inform Altria's underage use prevention efforts, align with stakeholder expectations and monitor youth behavior information pursuant to a tobacco product marketing authorization.

ALCS believes that broader access to UTUS Data can benefit public health by contributing to scientific knowledge about underage tobacco use and prevention. Accordingly, ALCS is making UTUS Data available for use in research studies conducted by qualified external investigators, subject to the Terms of Use set forth below.

#### **I. Definitions**

- A. "Principal Investigator" is the person primarily responsible for analysis and other use of UTUS data.
- B. "Institution" is the university or institution (meeting the criteria in Section II.A.) at which the Investigator will conduct research using UTUS Data obtained through these Terms of Use.

#### **II. Principal Investigator Criteria**

- A. The Principal Investigator must be affiliated with an institution of higher education; a research organization; a research arm of a government agency; or a nongovernmental, not for profit, agency.
- B. The Principal Investigator must not work for, or on the behalf of, a tobacco product manufacturer.
- C. The Principal Investigator must complete, sign, and submit the online Data Request Form to apply for access to UTUS Data.
- D. The Principal Investigator must commit to responsibly direct the Research Team and to use UTUS Data in full compliance with these Terms of Use and all applicable laws or regulations.

### **III. Scope of Proposed Research Studies**

- A. A proposed research study eligible for access to UTUS Data must be on the subject of preventing underage use of tobacco products.
- B. Applicants must provide a description of the scope and purpose of the proposed research study and attach this description to the online Data Request Form as “Appendix B.”

### **IV. UTUS Participant Confidentiality and Privacy**

- A. UTUS data are confidential and shall be held in confidence by the Investigator and Research Team.
- B. No attempt will be made to identify any UTUS participants, no individual-level data will be published or otherwise distributed, and no attempt will be made to link the UTUS data to any individual, whether living or deceased, or with any other dataset.
- C. The Principal Investigator and Research Team are obligated to abide by the “Promise of Confidentiality” in any and all uses of UTUS Data
  - 1. UTUS participants are protected by the “Promise of Confidentiality.”.
  - 2. The “Promise of Confidentiality” is a promise to a respondent or research participant that the information the respondent provides will not be disseminated in identifiable form without the permission of the respondent; that the fact that the respondent participates in the study will not be disclosed; and that disseminated information will include no linkages to the identity of the respondent. Such a promise encompasses traditional notions of both confidentiality and anonymity. In most cases, federal law protects the confidentiality of the respondent's identity as referenced in the Promise of Confidentiality. Under this condition, names and other identifying information regarding respondents would be confidential.<sup>1</sup>
- D. The Principal Investigator and Research Team are obligated to protect the information of UTUS participants from Deductive Disclosure risk by adhering to the obligations set forth in these Terms of Use and taking reasonable measures to maintain the security of UTUS Data and prevent unauthorized access.
  - 1. Deductive Disclosure of an individual's identity from research data is a serious privacy concern.
  - 2. “Deductive disclosure” is the identification of an individual’s identity from known characteristics of that individual, even when directly-

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<sup>1</sup> <https://www.datafiles.samhsa.gov/info/terms-use-nid3422>

identifying information for that individual has been removed from a dataset. If a person is known to have participated in a survey or study, or if that person's information is known to be included in a database from which the research data were obtained, then it may be possible to determine which record corresponds to that person based on knowledge about his or her characteristics.

- E. If the identity of any UTUS participant is discovered, the Principal Investigator and Research Team agree:
  - 1. To make no use of this knowledge;
  - 2. To inform no one else of the discovered identify;
  - 3. To safeguard or destroy the information that would identify the participant.
  
- F. To avoid inadvertent disclosure of participants, The Principal Investigator and Research Team agree to be knowledgeable about factors that contribute to disclosure risk and adhere to disclosure risk guidelines – such as, but not limited to, those in the footnote below<sup>2</sup> – in publicly-released statistics or other aggregate content derived from the UTUS Data.

## V. Additional Obligations and Acknowledgements

The Personal Investigator and Research Team acknowledge and agree:

- A. That submitting a completed Data Request Form does not create a right of access to UTUS Data. ALCS grants access to UTUS Data in its sole discretion.
- B. That by granting access to UTUS Data, ALCS does not confer ownership, title, or other legal interest in these data.
- C. That agreement to these Terms of Use and any activities performed with UTUS data under these Terms of Use does not establish employment, consultancy, or agency between ALCS and the Principal Investigator/Research Team.
- D. To comply with any and all applicable federal and state laws or regulations relating to confidentiality, security, use, access, and disclosure of UTUS data.
- E. That policies and procedures are in effect to implement and enforce any duties and obligations arising under these Terms of Use and applicable laws or regulations, and that compliance with such policies and procedures will be maintained, monitored, and enforced. The scope of this obligation includes,

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<sup>2</sup> For more information, see *FCSM Statistical Policy Working Paper 22 (Second Version, 2005)* at <https://www.hhs.gov/sites/default/files/spwp22.pdf>.

but is not limited to, reasonable measures to maintain the security of UTUS Data and prevent unauthorized access.

- F. To promptly notify ALCS of (i) any change in institutional affiliation of the Principal Investigator or any other member of the Research Team, or (ii) the addition or removal of any member of the Research Team. Notification of change in institutional affiliation must be in writing and must be received by ALCS within 10 business days prior to the last day of institutional affiliation. Notification of addition or removal of any member of the Research Team must be received by ALCS as soon as possible.
- G. That access to the contents of UTUS data files or any files derived from UTUS datafiles will be limited to personnel identified in the Data Request Form or, in the event of subsequent personnel changes, in written notifications to ALCS.
- H. That access to UTUS Data may not be provided under any circumstance to another tobacco product manufacturer or any person working for, affiliated with, or on behalf of another tobacco product manufacturer. In the event this prohibition is violated, and regardless of whether such violation is knowing or inadvertent, it is agreed that ALCS will suffer immediate, irreparable injury for which monetary damages are not adequate and will be entitled to seek injunctive relief in addition to any other remedies at law or equity that may be available.
- I. That the UTUS Data will be used solely for the Proposed Study described in the Data Request Form. UTUS Data may not be used for any other purpose without obtaining ALCS' prior written consent.
- J. That if the research requires Institutional Review Board approval, such approval has been obtained and will be renewed as necessary, and that documentation of such approval will be provided to ALCS upon request.
- K. To report any unauthorized access, use, or disclosure of data in writing to ALCS within one (1) business day of becoming aware of such access, use, or disclosure.
- L. That any books, articles, conference papers, theses, dissertations, reports, or other public documents based in whole or in part on UTUS Data may contain aggregate data, derivatives or analyses thereof, and conclusions, but may not include any item of data that represents an individual UTUS participant.
- M. That any books, articles, conference papers, theses, dissertations, reports, or other public documents based in whole or in part on UTUS Data will contain a bibliographic citation to be provided by ALCS.
- N. That ALCS will bear no responsibility for your use of the data or for your interpretations based upon such use.

- O. To provide ALCS with:
  - 1. Copies of public presentations that have been presented at professional meetings using results based on UTUS Data or derivatives or analyses thereof;
  - 2. A listing of papers that have been published using UTUS Data, or derivatives or analyses thereof, with complete citations;
  - 3. A listing of any research staff that have used the UTUS data, or derivatives or analyses thereof, for dissertations or theses that have been finalized, the titles of these papers, and the date of completion.
- P. UTUS data must be stored in a secured location, such as a password protected computer or server, with access limited to current members of the Research Team.

## **VI. Violations and Remedies**

The Personal Investigator and Research Team acknowledge and agree:

- A. To notify ALCS in writing within one (1) business day of becoming aware of circumstances which prevent compliance with these Terms of Use or applicable laws and regulations.
- B. To notify ALCS in writing within one (1) business day of becoming aware of a violation or reasonably suspected violation of these Terms of Use or applicable laws or regulations.
- C. To respond fully and in writing within ten (10) working days after receipt of any written inquiry from ALCS regarding compliance with these Terms of Use or any applicable laws or regulations.
- D. To take immediate steps to cure known or reasonably suspected violations of these Terms of Use or applicable laws or regulations, mitigate potential damages, and prevent recurrence.
- E. That ALCS reserves all rights and remedies in the event of a violation of these Terms of Use or applicable laws or regulations, and that such rights and remedies include, but are not limited to, revoking access to UTUS Data, requiring destruction of the provided UTUS datafiles and any derivative datafiles and analyses, denying future access to UTUS Data, and reporting the violation to relevant stakeholders or the public.
- F. To the extent permitted under the law, to indemnify, defend, and hold harmless ALCS from any or all claims and losses accruing to any person, organization, or other legal entity as a result of Investigator's or research staff's acts, omissions, or breaches of this Terms of Use.