Memorandum or Agreement Between the Henry A. Murray Research Center of Radcliffe College and Data Contributors

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The Henry A. Murray Research Center of Radcliffe College A Center for the Study of Lives Buckingham House

10 Garden Street, Cambridge, MA 02138 (617) 495-8140 MEMORANDUM OF AGREEMENT BETWEEN THE HENRY A. MURRAY RESEARCH CENTER OF RADCLIFFE COLLEGE

AND DATA CONTRIBUTORS

This agreement is made between **Henry A. Murray** (contributor) and Radcliffe College regarding the data set entitled Multiform Assessments of College Men, and supplemmenry data.

The Henry A. Murray Research Center is a division of Radcliffe College.

Henry A. Murray, M.D. deposit(s) in the Henry A. Murray Research Center (Center7) the following materials;

- 81 Case studies, Groups I-IV (plus 9 incomplete—did not finish)
- 9 Case Studies, Group A, from "Study of Sentiments"

Dyadic sessions for Group IV

Rank orders and other materials for Groups I-IV

- 1. The Center will pay for all costs involved in acquiring the materials specified above including the costs of removing the names and such other identifying information as determined by the Center or the contributor. The total cost shall not exceed \$1,000.
 - 2. The contributor
- A. [X] believes there is reason to maintain the anonymity of each individual respondent.
- B. [] believes there is no reason to maintain the anonymity of each individual respondent.
- 3. If Box A in 2 is checked, the Following information shall be deleted from the materials. Check all that, apply.
 - A. The following information shall be deleted from the material.
 - [X] names
 - [X] addresses
 - other, please specify:
- It is understood that the Center may delete in addition to the deletions, if any, specified by the contributor such identifying information as it deems appropriate.
- 4. The Center will not violate any prior agreements between the contributor and subjects which are made known in writing to the Center. Contributor warrants that he/she has attached any agreements or consent forms or copies thereof which he/she or others obtained from the subjects of the contributed material, and to which he/she has access; that he/she has made reasonable efforts to obtain a sample of any agreement

or of any consent form given to subject, in the study, and that he/she has on Exhibit A attached hereto described to the best of his/her recollection the information given to the subjects as to the future use of material, and the conditions under which the subjects agreed to participate in the studies. The Center will obtain an undertaking in writing from users that they will not knowingly divulge any information which could be used to identify individual subjects in the data-set, except to the extent necessary for permitted followup studies or where the contributor indicates in writing that there is no reason for anonymity and the Center concurs in such conclusion.

for permitted followup studies of where the continuator indicates in writing that there
is no reason for anonymity and the Center concurs in such conclusion.
5. The materials contributed above are subject to the following restrictions in their
usage. (Check all that apply).
[] The materials cannot be used by the following types of researchers:
(If this box is left blank, the Center will make them available to any affiliated
users.)
[] The data cannot be used for the following areas of inquiry which are reserved for
the contributor and his/ her students: (If this box is left blank, secondary
analysis may be performed in any domain.
[] Machine-readable data may be used only at the Center. (If this box is left blank,
copies of machine-readable data may be transferred to users in other locales. However,
in no case will nonmachine-readable data be released for use elsewhere.
Other limitations, if any, on use of the material:
6. The following provisions relate to the follow-up of the sample. (Check box A or
B)
A. [X] The contributor will allow the sample to be followed-up by researchers
affiliated with the Center subject to the following conditions:
1. [] A follow-up study may only be performed with the collaboration of the con-
tributor.
2. [] The contributor will provide the Center with the names and addresses of the
subjects with:
a. []
b. []
c. []
d. (X) the restriction that any contacts of the subjects must be approved by the
review committe according to the procedure outlined in Exhibit B to this Memorandum
3. []
B. [] The contributor will not allow the sample to be followed-up by researchers
affiliated with the Center.
7. The restrictions, if any, contained in paragraphs 5 and 6 of this agreement shall
last for:
[] 5 years; [] 10 years; [] 20 years;
[X] other Forever
(subject to approval by Center)

8. Over the years, literary rights (copyright) can create problems for a data-archive. A scholar who wishes to reproduce or utilize a questionnaire, a code book or other material from a data-set after its contributor has died may not be able to locate the heirs. There may be other difficulties, including illness or incompetence of heirs, which will make it impossible for a social scientist to obtain consent to use the material. Therefore, the Center seeks to have the copyrights transferred to the Henry A. Murray Research Center of Radcliffe College.

A contributor can only transfer copyright to those materials in the data-set (e. g. questionnaire, codebook, scoring manual, the compilation, etc.) which were personally created by the contributor(s), which were created for the contributor(s) as a work for hire, or in which copyright was transferred to the contributor. If some of the material contributed is material in which persons other than the contributor have copyright, the Center must be informed so as not to violate the rights of others.

Under the copyright law which took effect in January, 1978, a written transfer of copyright is needed in addition to the transfer of the physical property. Copyright lasts for an author's life and fifty years.

The contributor makes the following undertakings as to copyright:

- (a) Contributor warrants that the materials contributed are his/her own, except for those contributed materials bearing a legible copyright notice in the name of a person other than the contributor, and that they do not infringe upon the rights of others. The only exceptions are those as set forth herein:
- (b) Contributor agrees that the materials contributed to the Center shall become the property of Radcliffe College to which all rights, including copyright, of the contributor are hereby assigned, it being understood that each contributor shall have the right to use his/her data in any future research or publication. The only reservation of rights by the contributor are those set forth herein:
- 9. Each contributor of data to the Center will be guaranteed affiliation with the Center and access to any data-set subject to the restrictions specified by its contributor.
- 10. Each applicant who wishes to use the data-set will have to summarize in writing the proposed area of inquiry.
 - 11. The Center will require a written undertaking by each user of such data to:
- a). Give credit to the contributor of data through citation in publications using his/her data.
- b). To furnish two copies of any published report(s) based directly or indirectly on use of the material to the Center.
- 12. The Center shall give to contributor one copy of any report referred to in paragraph 11 (b) upon his/her request.
- 13. It is understood that the Center may make a charge to users for use of the data to cover costs of operating the Center.

14. Notices to the contributor will be deemed proper if mailed to the contributor at the following address until the Data Resource Center of Radcliffe College has received written notification of a change of such address:

Address: 22 Brane is Avenue Cambridge, MA 02138

Phone No: 491-3556

15. This agreement is executed under seal and is binding on the contributor, his/her heirs and assigns and on Radcliffe and its assigns.

(Signature): Henry A Murray Date: May 19'81

Radcliffe College By: Anne Colby Date: June 1, 1981

Exhibit A

To Memorandum of Agreement

- 1. To the best of my recollection, (check one)
- A. [] no consent form or other agreement was given to subjects.
- B. [x] a consent form (or other agreement) was given to subjects.
- 2. If Box B was checked, fill in the following:
- [x] a sample consent form (or copy of an agreement) is attached hereto.
- [] no consent form (or agreement) is available to me despite reasonable efforts on my part to obtain such form (agreement).
- 3. To the best of my recollection, the following information was given to subjects as to the future use of the material:
 - [x] none
 - [] other (please specify)
- 4. To the best of my recollection the following are the conditions under which the subjects agreed to participate in the study:

Date: May 19, '81 (Signature) Henry A. Murray

Exhibit B

To Memorandum of Agreement

It is the judgment of the contributor and other principal investigators who have been involved with the subjects of the Multi-form Assessments data that, while it is desirable to make the previously collected data available to the general research community and to make further data collection possible, it is also important to maintain the good will of this valuable subject pool. To this end, a committee has been established to review proposals for research that involve contacting these subjects or their wives or their children using the name and address list on file at the Murray Center. The review committee will be primarily concerned with the timing of follow-ups and the nature of the demand which the proposed research will make on the subjects. At this writing, the committee consists of Drs. Henry Murray, AnnfColby, Charles Ducey, and Ronald Thomas.

Researchers who wish to contact these subjects should submit a statement describing the proposed research to the director of the Murray Center, who will bring it to the attention of the review committee.



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