Data Use Agreement

FOR DE-IDENTIFIED DATA SET RECIPIENT

 THIS Data Use Agreement (“Agreement”) is effective upon execution and is entered into between University of California, San Francisco (“Recipient”) and [INSTITUTION] with an office at [ADDRESS] (“Data Provider”).

1. The DATA PROVIDER Principal Investigator is as follows:

Name:

Title: Principal Investigator

Address:

1. The RECIPIENT Principal Investigator is as follows:

Name: Stuart Gansky, DrPH

Title: Principal Investigator

Address: Preventive and Restorative Dental Sciences

Box #1361

 95 Kirkham St

 San Francisco, CA 94143

1. Description of Data or Data Set: The data to be transferred consists of the common data elements collected in the [CENTER/PROJECT NAME(S)]. The data are completely de-identified using the expert determination method, consisting of self-report questionnaire data and area (community/neighborhood) level data, that are publicly available (e.g. American Community Survey) but recoded (categorized or perturbed) so geolocation cannot be determined, on the social determinants of health, perceived health status, and related variables. The [PROJECT NAME(S)] is[ARE] part of the [CENTER NAME] NIH-funded health disparities research center.
2. This Agreement is submitted to DATA PROVIDER as documentation that the DATA PROVIDER has identified data and plans to share completely de-identified data (generated from the identified data) with the RECIPIENT. This de-identified data set will contain no Protected Health Information. Protected Health Information shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501. The RECIPIENT will not request identifying data under this agreement nor will RECIPIENT attempt to re-identify the data received under this agreement.
3. RECIPIENT may use the data solely in furtherance of the activities contemplated by NIMHD Award [P50 AWARD NUMBER] from Funding Opportunity Announcements RFA-MD-21-007 and RFA-MD-21-008.
4. It is understood that RECIPIENT will aggregate the Data with data from other providers and make it available via a data repository. Ultimately the repository will be available via NIMHD’s ScHARe data repository. RECIPIENT shall make reasonable efforts to ensure that all transfers of and access to the data are under terms at least as protective of the data and DATA PROVIDER as the applicable terms of this Agreement and are in compliance with all applicable laws and regulations.
5. Data Provider shall retain ownership of any rights it may have in the Data Set transferred to Recipient under this Agreement.
6. Recipient agrees to use the Data Set in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
7. Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data Set and comply with any other special requirements relating to safeguarding of the Data Set.
8. Recipient agrees to provide appropriate acknowledgment of the source of the Data in all publications,
9. Recipient agrees to recognize the contribution of the Data Provider as the source of the Data in all written, visual, or oral public disclosures concerning Recipient’s research using the Data, as appropriate in accordance with scholarly standards.
10. Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided “AS IS.” DATA PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Data Provider, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use in the Project.
11. Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. The Data Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Data Provider. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.
12. Recipient will not use the Data, either alone or in concert with any other information, to make any effort to identify or contact individuals who are or may be the sources of Data without specific written approval from Data Provider and appropriate Institutional Review Board (IRB) approval, if required pursuant to 45 CFR 46. Should Recipient inadvertently receive identifiable information or otherwise identify a subject, Recipient shall promptly notify Data Provider and follow Data Provider’s reasonable written instructions, which may include return or destruction of the identifiable information.
13. By signing this Agreement, Recipient provides assurance that relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB or ethics review or approval that may be required.
14. Recipient shall promptly report to the Data Provider any use or disclosure of the Data not provided for by this Agreement of which it becomes aware.

[Signatures on the following page]

RECIPIENT Read and Acknowledged by:

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO RECIPIENT PRINCIPAL INVESTIGATOR

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Kent Iwamiya Name: Stuart Gansky

Title: Associate Director

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

DATA PROVIDER Read and Acknowledged by:

[INSTITUTION NAME] DATA PROVIDER PRINCIPAL

INVESTIGATOR

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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