

**CSULB Center for Health Equity Research
Data Use Agreement for External Research**

Provider

Name: California State University, Long Beach - Center for Health Equity Research (CSULB CHER)

Director: Dr. Laura D'Anna

Email: CSULB-CHER@csulb.edu

Recipient Scientist

Name: _____

Email: _____

Contact Phone: _____

Institution: _____

SECTION 1 SECONDARY DATA USE PROJECT

Recipient Project Title: _____

Secondary Analysis IRB Protocol # (if any): _____

Brief Project Description (attach description if necessary): _____

Purpose or goal of secondary analysis:

- Thesis
- Journal Article
- Poster
- Other: _____

Participating Recipient Personnel (list or describe ALL individuals who will access these data) _____

Agreement Term:

Start Date: ____/____/____

End Date: ____/____/____

Instructions for Protection and Disposition of Data (Deletion, Retention, or Return) following (End Date) _____

SECTION 2 DATA DESCRIPTION

Data Contains (select one):

- Aggregated Data
- Anonymously collected research data about human subjects
- Deidentified research data about human subjects
- Deidentified, but with Personally Identifiable Information (PII)
- Personally identifiable research data about human subjects (cannot to be stored or used on external devices)
- Other _____

Collection Project Name _____

Collection IRB Protocol #(s) _____

Instrument name(s): _____

Variables(s): _____

Limit records to: _____

Data Preparation Costs (if any) _____

Data Format:

- Comma separated values (.csv) SPSS (.sav) SAS (.sas7bdat)
- Other _____

Terms and Conditions

1) CSULB CHER shall provide the data set described in Section 2 (“Data Description”) to Recipient for the research purpose set forth in Section 1 (the “Secondary Data Use Project”). CSULB CHER shall retain ownership of any rights it may have in the Data, and Recipient does not obtain any rights in the Data other than as set forth herein. Data will be provided in the format specified in Section 2 (“Data Format”) and delivered electronically in a compressed, encrypted, self-extracting archive file. The Recipient will select a username and password via the CSULB CHER web interface, or through another method previously agreed upon.

2) If applicable, reimbursement of any costs identified in Section 2 associated with the preparation, compilation, and transfer of the Data to the Recipient are the responsibility of the Recipient.

3) Recipient shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Recipient Scientist and Recipient’s faculty, employees, fellows, students, and collaborators as specified in Section 2 (“Recipient Personnel”) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, “Authorized Persons”).

4) Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of CSULB CHER.

Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data. Recipient agrees to minimize the number of copies of the Data to those necessary to accomplishing research goals, and to maintain organizational control of all copies. The Data and all copies, either partial or in entirety, will be stored on a modern computing system which has been maintained to current security standards and will, at minimum, require a strong password to access the Data storage file system. Recipient also agrees to comply with additional instructions as specified in Section 2 (“Instructions for Protection...of Data”).

5) Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.

6) Recipient is encouraged to make publicly available the results of the Project. Before Recipient submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, CSULB CHER will have **thirty (30) days** from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. CSULB CHER may request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect proprietary information. Publications subject to public access requirements will comply as noted in attached additional data handling instructions.

7) Recipient agrees to recognize the contribution of CSULB CHER and the original research sponsors or funding agency 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.

8) Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. Either party may terminate this Agreement with thirty (30) days written notice to the other party's Authorized Official as set forth below. Upon expiration or early termination of this Agreement, Recipient shall follow the disposition instructions provided in Section 1, provided, however, that Recipient may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification.

9) Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." CSULB CHER 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, CSULB CHER, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use in the Project.

10) 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. CSULB CHER 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 CSULB CHER. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

11) Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.

12) Unless otherwise specified, this Agreement and the below listed Attachments, if any, embody the entire understanding between CSULB CHER and Recipient regarding the transfer of the Data to Recipient for the Project:

List of Attachments: _____

13) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both parties.

14) The undersigned Authorized Officials of CSULB CHER and Recipient expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their institution.

By an Authorized Official of CSULB CHER:

Name: _____

Date: ____ / ____ / ____ Title: _____

Signed: _____

By an Authorized Official of Recipient:

Name: _____

Date: ____ / ____ / ____ Title: _____

Signed: _____