

## DATA USE AGREEMENT

### San Juan Bautista School of Medicine

Caguas, Puerto Rico

and

\_\_\_\_\_

The Entity requesting data (Data Recipient), San Juan Bautista School of Medicine represented by - \_\_\_\_\_, Faculty Principal Investigator hereby agree to enter into a Data Use Agreement with the Entity providing data (Data Provider or Third Party), \_\_\_\_\_, represented by \_\_\_\_\_, \_\_\_\_\_(position).

1. This Agreement sets forth the terms and conditions pursuant to which the Data Provider and Data Recipient will disclose the following research data/information:

#### **Description of data to be obtained:**

2. Both parties agree that the use and disclosure of the data must be consistent with the purpose of the research as described in the proposal for the following research:

#### **Title of Research project:**

#### **Purpose of the research:**

3. In addition to the Data Recipient, the Individuals who are permitted to use the data set for purposes of the research project, include:

#### **Researcher names:**

4. Data Recipient agrees to not use or disclose the data set for any purpose other than as described for the research project or as required by both state and federal law.

5. Data Recipient agrees to use appropriate safeguards, as defined in SJBMS IRB# \_\_\_\_\_ to prevent use or disclosure of data other than as provided for by this agreement.

6. Data Recipient and Data Provider agree not to contact any individuals from or about whom the data apply and agree to not attempt to identify participants using any information contained in the data. No individual data, nor personal identifiers shall be disseminated nor reviewed beyond inclusion into grouped analyses.

7. Data obtained through this agreement can be shared with the Data Provider but will remain Confidential until publication by the Data Recipient. For purposes of this Agreement, "Confidential Information" shall include all information or results that can be analyzed and published by the Data Recipient as part of the research project. Both parties shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the research project proposed by the Data Recipient.

8. Data Recipient reserves the right to publish Results. Proper acknowledgement will be made to the contributions of the Data Provider to the Results being published.

9. Data Recipient will provide a copy to the Data Provider of the manuscript, abstract or poster presentation at least within 60 days of the publication.

10. Data Recipient will indemnify, defend and hold harmless the University's and any University affiliates' trustees, officers, directors, employees, students, and agents from and against any claim, cause of action, liability, damage, cost or expense (including without limitation, reasonable attorney's fees and court costs) arising out of or in connection with any unauthorized or prohibited Use or Disclosure of the Data Set or any other breach of this Agreement by Data Recipient or any subcontractor, agent or person under Data Recipient's control.

11. The present Agreement will become valid upon signature by both parties and shall remain in effect for a period of one year from its effective date. It may be renewed or amended at any time before the actual expiration date by a written agreement signed by authorized representatives of both parties.

12. This Agreement may be terminated by either party upon three (3) months prior written notice to the other party. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and it will be the Data Provider's duty to hold Confidential Information in confidence. This condition shall remain in effect until the Confidential Information no longer qualifies as unpublished information or until the Data Recipient sends Data Provider written notice releasing the third party (Data Provider) from this Agreement, whichever occurs first.

By signing this document, the parties acknowledge that they have reviewed and understand the content and extent of each of its clauses and agree to carry out the actions necessary to implement it.

### Signatures

\_\_\_\_\_  
Name:  
San Juan Bautista School of Medicine  
Faculty Principal Investigator  
Email:  
Phone:

\_\_\_\_\_  
Name:  
Entity:  
Position:  
Email:  
Phone:

Template for SJBSM Data Use Agreement  
Prepared by: Dr. Estela S. Estape  
Director, Research Center SJBSM  
Last revision: July 2018

Approved by:

Reviewed and approved by IRB: July 9, 2018