

State of Alaska
Department of Health & Social Services
Division of Public Health
Health Analytics and Vital Records Section

Research Agreement

This agreement (“Agreement”) is entered into by the Alaska Cancer Registry (“ACR”), and _____, hereinafter referred to as the Researcher.

Researcher is engaged in research into the causes, control, or prevention of cancer, specifically described as follows: _____

Pursuant to State and Federal law, ACR collects and maintains identifiable and non-identifiable cancer case data (“Data”) on behalf of the State of Alaska Department of Health and Social Services that will or may assist Researcher in this regard. Researcher agrees and acknowledges that patient confidentiality is of the utmost importance in the use of the Data and in the manner in which all research results are presented and /or published. Accordingly, in consideration of his/her receipt of the Data from ACR, Researcher agrees as follows:

1. Researcher agrees to treat the Data received from ACR as private, non-public health information. The Data will never be used as a basis for legal, administrative or other adverse actions that can directly affect any individual about whom personal and/or medical information is included in the Data.
2. Researcher understands and agrees that any and all Data which may lead to the identity of any patient, research subject, physician, other person, or reporting facility is strictly privileged and confidential and agrees to keep all Data strictly confidential at all times.
3. Researcher agrees that all data exchanged under the provisions of this Agreement may only be used for the purpose specified in the Research Proposal. Any other or additional use of the data may result in immediate termination of the Agreement by ACR.
4. Researcher agrees to notify ACR in writing within forty-eight (48) hours of his/her becoming aware of any violation of this Agreement, including full details of the violation and corrective action to be taken by Researcher. Researcher understands that failure to report violations of the Agreement may result in civil or criminal penalties and termination of access to current and future Data.
5. Researcher agrees that all data exchanged under the provisions of this Agreement shall remain the sole property of ACR and may not be copied or reproduced in any form or manner. Researcher agrees to destroy the Data at the end of this project or upon termination of this Agreement.

6. Researcher agrees that any and all reports or analysis of the Data prepared by Researcher shall contain only aggregate data. Researcher further agrees that at no time will he/she publish any individual names or other personally identifying information or information which could lead to the identification of any Data subject. Researcher further agrees that no report of the Data containing statistical cells with less than six (6) subjects shall be released without prior written authorization of ACR's Program Manager.

7. To the fullest extent permitted by law, the Researcher shall indemnify, defend, and hold harmless the ACR and its administrators, officers, officials, agents, employees, volunteers, and servants from any and all claims or actions for injuries or damages sustained by any person or property arising directly from Researcher's conduct under this agreement. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of this agreement to create in the public or any member thereof a third-party benefit thereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of this agreement.

8. Researcher will not discuss in any manner, with any unauthorized person, information that would lead to identification of individuals described in the Data furnished by ACR. Also, Researcher will not provide to any unauthorized person any computer password or file access that protects the Data. Should Researcher become aware of any unauthorized access or disclosure of the Data to other persons, Researcher will report it immediately to ACR Program Manager.

9. In the event Researcher wants to publish the results of the Research Project, Researcher shall first provide ACR written notice of Researcher's intent to publish and a draft of such publication. ACR shall have thirty (30) days after receipt of the draft publication to request in writing the removal of any portion of the publication deemed by ACR to inappropriately disclose identifiable cancer case information. Upon receipt of such request from ACR, Researcher and ACR shall attempt in good faith to agree upon the modifications or revisions to the draft publication which are reasonably necessary to protect the privacy of the subjects of the cancer case information. In no event, however, shall Researcher publish identifiable cancer case information without the written consent of ACR.

10. Researchers conducting projects that involve patient contact shall submit a written request to ACR identifying the individuals the Researcher wants to contact and the purpose of contacting those patients. If ACR approves such a request, ACR shall contact the patient (or the legal guardian of the patient if a guardian has been appointed by a court or in the event of a minor) and the patient's physician, if appropriate, and request the patient's written consent to be contacted by Researcher. In no event shall Researcher contact a patient unless ACR has first obtained such a written consent.

11. Researcher shall submit to ACR an annual report regarding the progress of the Research Project, all publications resulting from the Research Project, changes in the Research Project protocol or personnel, and any other information requested by ACR.

12. Either party may terminate this Agreement for cause or without cause:
- a) For Cause: ACR may terminate this Agreement upon breach by Researcher of any material provision of the Agreement.
 - b) Without Cause: Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days' advance written notice thereof.
13. The terms of this Agreement shall be binding upon Researcher, his/her agents, assistants and employees.
14. Composition of Agreement:
- a) This signed Agreement,
 - b) Investigator's Research Proposal, and
 - c) ACR's Data Use for Research Application
15. Agreement Period: This agreement begins upon the date it is fully executed and ends upon completion of the work outlined in the Research Proposal or upon termination of the Agreement by either of the parties.

This Agreement shall be governed by and interpreted under the laws of the State of Alaska.

RESEARCHER

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

Organization: _____

DHSS / DPH / HAVRS / Alaska Cancer Registry

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____