

RESEARCH DATA USE AGREEMENT – PRINCIPAL INVESTIGATOR WISCONSIN CANCER REPORTING SYSTEM (WCRS)

This Agreement is entered into by the Wisconsin Department of Health Services (DHS) and _____ ("Investigator") for the purpose of sharing individually identifiable information from the WCRS to the Principal Investigator. The "Principal Investigator" is defined as the individual that the recipient institution designates in its request to receive the WCRS and who is principally responsible for undertaking the proposed data use. This Agreement begins upon the date it is fully executed and ends upon the destruction or return of the WCRS data at the completion of the research or the termination of the Agreement, whichever occurs first.

A. ACCESS TO DATA

1. DHS will provide the Investigator with a data file including individually identifiable information from WCRS("Data File") for the purposes approved by DHS for Investigator to carry out its research proposal titled _____("Research Proposal").
2. Investigator may provide access to the Data File only to its staff directly working on the Research Proposal or, upon DHS's prior approval, to Investigator's partners, consultants, contractors or others assisting in the research. Investigator shall ensure that if others have access to the Data File they agree to the same restrictions on use and access that apply to Investigator and shall use appropriate safeguards to protect the data from misuse or inappropriate disclosure of the Data File other than as provided in this Agreement.
3. Investigator shall arrange for transfer of the Data File in person, via messenger or by traceable delivery service, subject to DHS prior approval.

B. USE OF DATA

1. Investigator will use the Data File only as is consistent with Investigator's application to DHS, dated _____, its Research Proposal, and this Agreement and attachments.
2. The Investigator will establish and maintain administrative, technical, and physical safeguards to protect the confidentiality of the data and prevent unauthorized use or access to it, as required by this Agreement.
3. Investigator agrees to destroy all files, documents, or other records containing WCRS data in their custody upon completion of work outlined in the Research Proposal. Destruction means physical destruction of files, documents or other records that render the records useless, and de-identification shall not be considered destruction.

4. Immediately following the destruction of WCRS data, Investigator agrees to provide DHS with a written declaration, executed by an authorized representative of recipient institution, which states the study name, date WCRS data have been destroyed, method used to destroy data, and confirmation that no individual level information, data, or copies were retained in the possession of the research entity.
5. Upon completion of work outlined in the Research Proposal, Investigator must provide, prior to publication, a courtesy copy of the articles and/or reports accepted for publication for DHS review for adherence to confidentiality restrictions and correct information regarding WCRS and DHS.
6. Duration of Study/Project: The intended start date is _____ and the intended stop date is _____. Regardless of the duration of the approved project, approval is for one year. Annual approval is required as long as DHS data are held. Each annual approval requires that an updated Data Use Agreement and IRB approval be submitted.
7. This agreement becomes effective when signed by both parties on the date signed by the last party.

C. PAYMENT

1. Unless waived by DHS, the Investigator will pay a reasonable fee set by DHS for the costs of assembling the data.

CI. INDEMNIFICATION; LIABILITIES AND PENALTIES

1. The Investigator and Investigator’s Institution, except where prohibited by applicable Wisconsin law, agree to hold harmless, indemnify, and defend DHS from all liabilities, demands, damages, expenses, or losses arising out of performance under this Agreement, except to the extent where such liabilities, demands, damages, expenses or losses are the result of DHS negligence or willful misconduct.
2. The Investigator and Investigator’s Institution understands that it is liable under Wis. Stat. § 255.04(9) to the subjects of information in the Data File for misuse or inappropriate disclosure of their information.
3. The Investigator and Investigator’s Institution understands that it is subject to the penalties and forfeitures under Wis. Stat. § 255.04(10) for misuse or inappropriate disclosure of the information in the Data File.

Print Name - Investigator	Title
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Organization

SIGNATURE – Investigator	Date Signed
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Print Name – DHS Representative	Title
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SIGNATURE – DHS Representative	Date signed
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