

Data Sharing Agreement

between

The American Academy of Family Physicians

and

This Agreement is made and entered into this ____ day of _____, 200_ between the American Academy of Family Physicians (AAFP) on behalf of the AAFP National Research Network (AAFP NRN) and _____, collectively known as the “parties.”

The AAFP NRN is or has conducted a study entitled _____. And, the AAFP NRN has developed a set of data pertaining to the study subjects, practices and clinicians involved in the said research. The AAFP NRN is the full owner of such data that exists from the said project.

Furthermore, the AAFP NRN and (*name of party*)_____ have signed an independent contractor agreement dated _____, 200_ that includes the terms of the arrangement between (*name of party*)_____ and the AAFP regarding services to be performed by (*name of party*)_____ on behalf of the AAFP. The purpose of this Agreement is to set forth the terms, conditions, and obligations concerning the sharing of data between the parties.

Therefore, the AAFP NRN and (*name of party*) _____ agree to share data related to the (*name of study*)_____ research study under the following conditions:

1. The AAFP NRN and (*name of party*)_____ agree to create a combined dataset from research data originating from the (*name of study*) _____ research study. The principal investigator (PI) of this project certifies that no personal health identifiers are included in this data set or that appropriate patient consent and HIPAA consent or IRB/HIPAA board waiver has been obtained for all identifiable data. All data will be transferred in an encrypted format with the encryption key stored separate from the dataset. Each party agrees to maintain this dataset either on the supplied CD or on a secure server.
2. Both parties agree to maintain confidentiality and privacy safeguards that were originally created as part of the protocol, including the protection of the federal Certificates of Confidentiality or AHRQ protection from disclosure statues under which these data were gathered. In this respect, both parties agree not to release information about specific identifiable subjects to anyone.

3. Both parties agree to the boundary conditions of the original proposal under which data sharing was initiated. That is, neither party shall re-specify the proposed response variables, or the proposed covariates, without prior approval of the other. Moreover, each party agrees to cooperate with the PI in selective reporting of focused results so as to protect the integrity of subsequent research activities and uses of the shared data by the originating party. Both parties agree to acknowledge support of the pertinent grant awards as part of published acknowledgments section for any paper or presentation produced with data shared under this agreement. This agreement extends to the activities and behavior of research assistants, research fellows, or other members of the research staff who are working with the shared data. All publications arising from this shared data set must be reviewed and approved by the PI of the study and the Director of the AAFP NRN or his designee.
4. This Agreement shall be in full force and effect from the first date written above for a period of _____. This Agreement may be terminated upon thirty (30) days written notice by either party or mutual agreement of the parties. Termination of the agreement will terminate both parties access to the other's data, with an agreement to destroy all combined datasets within 14 days of the termination.
5. This Agreement is expressly made subject to all laws and regulations of the United States, without regard to any choice of law principles.
6. The terms and provisions of this Agreement represent the entire understanding of the parties with respect to the subject matter of this Agreement.
7. The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective parties, perform the obligations under this Agreement, and make all representations, warranties, and grants as set forth herein.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed effective as of the first date written above.

AAFP, on behalf of the AAFP NRN _____ *(Name of Party)*

by _____
Network Director

Co-investigator

Date

Date