

GEORGIA CANCER REGISTRY RESEARCH AGREEMENT

This Agreement is entered into as of (date), by (investigator’s institution) and between \_\_\_\_\_, and \_\_\_\_\_ (“Recipient”).

**RECITALS**

- A. Recipient is involved in study entitled (“Study”). A description of the Study is incorporated as part of this document (Exhibit A).
- B. For purposes of the study, Recipient would like to access the information described on Exhibit B to this Agreement (“Information”).
- C. The Department of Public Health is willing to provide the information subject to the terms of this Agreement.

- 1. Confidentiality of Information: Recipient agrees that all information is confidential and proprietary to the Department of Public Health and its contractor (hereafter referred to as DPH). Recipient agrees that the information is being provided by DPH solely in furtherance of the Study and for no other purpose. Recipient further acknowledges that a confidential relationship exists between it and DPH and that the Information is being disclosed to it in reliance on that confidential relationship as well as the terms of this Agreement.
- 2. Reimbursement of Expenses: Recipient agrees to pay DPH and contractor a fixed fee for providing the Information to Recipient. Payment will be made on the following terms:

80% of fixed fee upon execution of this agreement

20% of fixed fee upon receipt by Recipient of the file containing the data outlined in Exhibit A

Payment will be made by Recipient no more than 30 calendar days after receipt of an invoice from DPH. DPH will submit one copy of the invoice for payment to: (person responsible for payment).

- 3. Use of Information:

- a. Recipient agrees that it will maintain the confidentiality of and will not make use of, copy, or disclose any and all Information either orally or in writing except as expressly permitted by this Agreement. Recipient may use the information in connection with the Study and may furnish the information to its employees, consultants, or advisors working on the Study provided that Recipient has first obtained their written agreement to comply with the terms of this Agreement and has on file a signed 'Confidentiality Pledge' (sample is attached).
- b. Information may be published as part of the Study provided that neither the identity of any patient nor the primary source of the information is determinable from the publication. Publications and other forms of presentation to any third party which disseminate, or contain information provided by the DPH must be reviewed and approved by the Department of Public Health prior to publication or dissemination. Recipient agrees to provide DPH with a copy of any proposed publication, presentation or other disclosure in any form disseminating, using, or containing Information at least 60 days prior to its publication, presentation, or dissemination to any third party. Recipient agrees to acknowledge the contribution of DPH investigator(s) and the Georgia Center for Cancer Statistics (GCCS) investigator(s), and if applicable, include them as co-authors. Any publication, presentation, or other disclosure in any form disseminating, using or containing information will carry a footnote acknowledging assistance from DPH and/or contractor.
- c. This agreement will not prohibit Recipient from using, copying, or disclosing information which (1) at the time of its receipt is or later becomes available to the public through no fault of Recipient; (2) is independently known by Recipient prior to its receipt from GCR as shown by Recipient's written records; or 3) is obtained without an obligation of confidentiality from a third party who had a legal right to disclose the information to Recipient.
- d. Recipient agrees that it will comply with all laws regarding the use or disclosure of health care or other personal information.

4. Standard of Care: Recipient agrees that it will exercise reasonable and appropriate care to protect the confidentiality of all information and will use its best efforts to prevent any disclosure of the information except in accordance with this Agreement.
5. Return of Information: Upon completion of the Study or expiration of the term of the agreement whichever comes first, Recipient agrees to return all Information and all copies thereof in its possession or the possession of anyone receiving the Information from Recipient to DPH. Information may not be used for any other purpose without the written, prior approval of DPH.
6. Disclosure Required by Law: If Recipient is required by law to disclose Information including without limitation by discovery, subpoena, or other legal or administrative process, Recipient agrees to provide DPH prompt notice of the required disclosure to permit DPH, at its option and expense, to seek an appropriate protective order or waive the requirements of this Agreement. If no protective order or waiver is obtained and disclosure is legally required, such disclosure may be made but only to the extent required. Recipient agrees that it will cooperate with DPH and will not oppose any action by DPH to obtain a protective order or other assurance that information which must be disclosed will be accorded confidential treatment.
7. Remedies: Recipient acknowledges that the unauthorized disclosure or use of the information could cause irreparable harm and significant injury, which may be difficult to ascertain. Accordingly, Recipient agrees that DPH shall have the right to seek an immediate injunction enjoining any breach of this Agreement and shall be entitled to equitable relief in addition to other remedies and recovery of costs and attorney's fees.
8. Indemnity: Recipient agrees to indemnify, defend and hold harmless DPH and its trustees, officers, professional staff, employees, contractors, and agents and the respective successors, heirs and assigns for and against any one or more of the following:
  - a. All claims, liabilities, damages or losses which arise from or relate to or are alleged to arise from or relate to (i) the disclosure of the information by DPH to Recipient, (ii) the disclosure

by Recipient to any other person of the information; or (iii) any breach of this Agreement by Recipient.

- b. All action, suits, proceedings, demands, assessments, adjustments, costs and expenses arising from or incident to the foregoing, including without limitation, reasonable attorney's fees, litigation costs and other out-of-pocket expenses.

This indemnification shall apply whether or not the matter for which indemnification is sought is attributable to the negligent acts or omissions of any one or more of the Indemnities.

- 9. Institutional Review: No work shall commence under this Agreement until the Department of Public Health Institutional Review Board has reviewed and approved the Study. Recipient agrees to submit the Study for ongoing Department of Public Health Institutional Review Board on at least an annual basis in accordance with all DPH procedures and policies as long as activities using Information provided by DPH are active.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

\_\_\_\_\_

Phone Number