

## **SWAN Repository Data Use Agreement**

Name of Investigator: \_\_\_\_\_

Name of Institution: \_\_\_\_\_

Institutional Address: \_\_\_\_\_

I (the investigator named above) and my institution (named above) hereby apply to be provided data from the University of Michigan, on behalf of the SWAN Repository (“Repository”).

We agree to the following terms:

- 1) That data from the Repository will be used only for the approved Research Proposal #NUM, “**STUDY TITLE**” with documentation indicating approval by an Institutional Review Board (“IRB”).
- 2) All data provided to the applicant can be linked by a common ID number. However, we understand that the data will be recoded so as to reduce the likelihood of being able to link with other identifying data in the SWAN databases.
- 3) Not to attempt to identify, approach, contact or communicate with any participant in the SWAN Core Study for whom data may be accessible through the Repository. We agree that communication with participants must only come through contacting the SWAN Steering Committee, outlining the nature of the communication and then following procedures of the SWAN Core Study.
- 4) Not to provide, allow access to, distribute, sell, barter, trade, or in any way transfer any of the data from the Repository to anyone who has not been approved to have access to the data through this agreement and as covered by the IRBs pertaining to this approved use of the data. We further agree to use appropriate safeguards to prevent the use or disclosure of the data without express written approval of the Repository.
- 5) Not to provide the results of any measurements, genetic markers or polymorphisms to other investigators without the expressed knowledge and documented approval of the Repository. This clause does not prohibit publication of work, including reference to the data, but it does prohibit distribution of data to any third party.
- 6) To immediately report to the Repository any use or disclosure of data or information not authorized by this Agreement.
- 7) To make the Repository Organization, the Repository Advisory Group and the National Institutes of Health a party to any discussions that may potentially lead to patents or the assignment of intellectual property rights that may result from, or are in any way related to, having access to the provided data.
- 8) To provide an annual report of our progress to the SWAN Repository, due on the first business calendar day of the signed agreement for the consecutive years.
- 9) To acknowledge the SWAN Core Study, the SWAN Repository (AG017719) and their support from the National Institutes of Health in any publication or public presentation of the results of work based on the data from the Repository. We also agree to submit all publications to PubMed Central (FOR PMCID #) as required by NIH Public Access policy.
- 10) To be responsible for the appropriate and ethical use of the data provided to us from the Repository by our collaborators, colleagues and employees.

- 11) To the extent allowed by law, to indemnify, defend, and hold the Repository harmless from and against any claim, cause of action, liability, damage, cost, or expense arising out of or in connection with any unauthorized or prohibited use of the data or any other breach of this Agreement.
- 12) This agreement begins with the date it is signed and terminates at the earlier of the completion of the approved Research Proposal or three years following the date of signature, unless an extension is approved. Upon termination, all data received from the Repository will be completely destroyed by a deadline agreed upon by both the investigator(s) and the Repository. Destruction will be confirmed through a Destruction Verification Form, attached.
- 13) The Repository may terminate the Data Use Agreement upon breach of this Agreement by Applicant Investigator or Institution, at which point data will be destroyed pursuant to section 13, above.
- 14) This agreement can only be amended by mutual written agreement of the parties.

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Printed name of the Applicant Investigator

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Signature of the Applicant Investigator

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date

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Printed name of the responsible Institutional Official and Title

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Signature of the responsible Institutional Official

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date

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Signature of Repository

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date