Data Access Agreement

This Data Access Agreement (“Agreement”) is entered into between between **The Brigham and Women's Hospital, Inc.**, a not-for-profit Massachusetts corporation, having a principal place of business at 75 Francis Street, Boston, MA 02115 / **The General Hospital Corporation**, a not-for-profit Massachusetts corporation, d/b/a Massachusetts General Hospital, having principal place of business at 55 Fruit Street, Boston, MA / **The McLean Hospital Corporation**, a not-for-profit Massachusetts corporation d/b/a McLean Hospital, having a principal place of business at 115 Mill Street, Belmont, MA 02478 / **The Spaulding Rehabilitation Hospital Corporation**, a not-for-profit Massachusetts corporation, d/b/a Spaulding Rehabilitation Hospital – Boston, having a principal place of business at 300 First Avenue, Charlestown, MA 02129 / **Massachusetts Eye and Ear Infirmary**, a not-for-profit Massachusetts corporation, having a principal place of business at 243 Charles Street, Boston, MA 02114 / **Schepens Eye Research Institute**, a not-for-profit Massachusetts corporation, having a principal place of business at 20 Staniford Street, Boston, MA 02114 / **The MGH Institute of Health Professions, Inc.**, a not-for-profit Massachusetts corporation, having a principal place of business at 36 First Ave, Charlestown, MA 02129 (“Hospital”) and the individual listed in Appendix A Question 1 (“Investigator”). Hospital and Investigator are Introduction

* 1. This Agreement will govern all records, notes, data, images, and information which belong to the Hospital and that are transferred to Investigator (“Hospital Data”).
	2. Incorporated to this Agreement is Appendix A, which describes the statement of work and Hospital Data being accessed (“Study”).

# Data Protection Requirements

* 1. Investigator may not use Hospital Data except as authorized under this Agreement. Unless otherwise required by law, Investigator agrees to retain control over Hospital Data and will not disclose, release, sell, rent, lease, loan, or otherwise grant access to Hospital Data to any third party, without the prior written consent of Hospital.
	2. Investigator will establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use or access to Hospital Data and comply with any other special requirements relating to safeguarding of Hospital Data as may be required by Hospital during the duration of the Agreement.
	3. Each Party shall remain in compliance with all applicable U.S. federal, state, and local laws and regulations while handling or storing Hospital Data.
	4. Within one (1) business day, Investigator will report the suspected or actual unauthorized access to the any Hospital Data or information collected under this Agreement, or in the event of the suspected or actual loss of theft or an electronic device used to access or store the Hospital Data to Hospital.

# Other Requirements

* 1. This Agreement can be terminated by either Party with thirty (30) days prior notice to the other Party for any reason. Hospital may terminate this Agreement immediately if, in its sole discretion, Hospital suspects, or has discovered an actual breach or unauthorized access of any Hospital Data.
	2. At the sole discretion of the Hospital, Investigator will destroy all data or return data to the Hospital, at the conclusion of the Scope of Work. Investigator will provide evidence of data destruction as may be requested by the Hospital.
	3. All Hospital Data provided to Investigator by Hospital in performance of this Agreement will be owned and solely controlled by Hospital. Investigator grants to Hospital the right to use any data, reports, information, drawings, designs, analysis and written materials generated or created in the performance of this Agreement for educational and research purposes, which include the creation of derivative works.
	4. The Parties are encouraged to publish the results of their research. Subject to generally accepted academic standards, the Parties will make the decision regarding the authorship on research and other publications arising out of this Agreement together. All publications arising from this Agreement should acknowledge each Party’s respective contributions in an appropriate, accurate, and academically conventional way. In all cases, Hospital must be acknowledged as the source of Hospital Data.
	5. Investigator will provide Hospital at least thirty days advance notice of any drafts of manuscripts, presentations, or public disclosures of any information resulting from the use of Hospital Data under this Agreement. If any confidential, proprietary information is identified, Investigator will remove prior to its submission.

 *Remainder of page is intentionally left blank.*

*Signature of the Parties appear on the following page.*

IN WITNESS WHEREOF, authorized signing officials of the Parties have caused this Agreement to be fully executed as of the date of last signature.

|  |  |  |
| --- | --- | --- |
| Authorized Institutional Official  |  | Insert Investigator Name |
| Signature Date |  | Signature Date |

|  |
| --- |
| **Principal Investigator****(Insert Name)** |
|  |
| Signature Date |

**Data Access Agreement**

**Appendix A**

Description of Project and Data

1. **Investigator**: the departing individual receiving the data.

Investigator Name:

Investigator Leave Date:

Investigator New Location:

1. **Principle Investigator (“PI”)**: the MGB Principal Investigator of the project

PI Name:

PI Department:

# Statement of Work: Describe how the Investigator will use the Data (for example, data analysis, manuscript preparation, secondary analysis)

# Description of Hospital Data: Describe the data that will be shared with the Investigator (how it was collected, iwhat elements it includes, etc).

# Funding: Please describe any funding associated with project or used to collect this data (grant, contract, sponsored research agreement).