

cv19memorial

DATA USE AGREEMENT

This Agreement is entered into by and between **cv19memorial (“the memorial”)** and _____
("Recipient").

This data use agreement certifies that the data sets defined in the attached Schedule A of this agreement are to be released from cv19memorial to the Recipient for the express limited activities and purposes as defined in the attached Schedule B of this agreement.

The parties do hereby agree to as follows:

1. The Recipient's use of the data is restricted to the following activity and purposes defined in the attached Schedule B of this Agreement.
2. Any and all data that may reveal anyone's identity is strictly privileged and confidential, and the Recipient agrees to keep all this data strictly confidential at all times. At no time will attempts be made to link the data with individually identified records in another database. No portion of the data will be released to another party.
3. Researchers must obtain approval from their own institutional review boards/ethics committees or equivalent as appropriate. Any necessary approval can be obtained after cv19memorial approves the project. It is the responsibility of the investigator to determine if such approval is necessary.
4. Approval by cv19memorial does not carry with it any commitment to facilitate the execution of the project beyond access to and descriptions of the data.
5. Data access is granted for a period of six months from when the data is provided. If access to the data is needed for more than six months, a written request for access to the data for another six months is required and must be made prior to the original data access expiration date. Further extensions can be negotiated as needed.
6. cv19memorial will be provided with an electronic copy of any publication that uses the data in this agreement at least five (5) days prior to external release. cv19memorial reserves the right to disseminate your findings on its website in a form compatible with any copyright agreement, if any.
7. The Recipient, and all of their agents and employees will keep all this data strictly confidential, will communicate the requirements of this agreement to all Recipient agents and employees, and will notify cv19memorial in writing within twenty-four (24) hours of any violation of this agreement, including full details of the violation and corrective actions to be taken.
8. All data provided by cv19memorial pursuant to this agreement may only be used for the purpose as defined in the attached Schedule B of this Agreement and any other or additional use of the data may result in immediate termination of this agreement by cv19memorial.
9. All data provided by cv19memorial pursuant to this agreement is the property of cv19memorial and may not be copied or reproduced in any form or manner, and the recipient agrees to properly destroy all data and all copies and reproduction of the data upon fulfillment of the purpose as defined in the attached Schedule B of this Agreement.

10. Any breach of any of the provisions of the agreement will void the agreement. All data previously provided by cv19memorial, including any copies of the data, regardless of form, will be returned to cv19memorial immediately. No further data will be released to, nor agreements entered into with, the Recipient and collaborators for a period of time to be determined by cv19memorial.

11. When analyses or summaries of the data are disclosed in a grant application, newsletter, report, conference or meeting abstract, publication, article or presentation,

- the following statement will appear within the body of the work: "These data were derived from a record set supplied by cv19memorial. cv19memorial specifically disclaims responsibility for any analysis, interpretations, or conclusions."
- the following information will be reported to cv19memorial in writing within five (5) days: document reference, or title, date, and location of presentation.

12. The term of this agreement shall commence as of the Effective Date and shall continue for so long as Recipient retains the data, unless sooner terminated as set forth in this agreement.

13. This document, including the attached Schedules A and B, constitute the agreement in its entirety and there shall be no deviation from the terms unless expressly agreed and executed to by the parties by way of written amendment.

Entered into and agreed to by the following and effective upon whichever signatory date is the latter.

FOR cv19memorial:

 Full Name

 Title

 Date

FOR THE RECIPIENT:

 Full Name

 Title

 Date

**DATA USE AGREEMENT: cv19memorial
SCHEDULE A**

This Agreement is entered into by and between the **cv19memorial (“the memorial”)** and
_____ (**“Recipient”**).

This schedule A to this data use agreement certifies that the following limited data sets are to be released to the Recipient by cv19memorial.

Limited Data Sets Description:

Responses to the memorial submission form in the following data:

- De-identified qualitative data collected using a 34-question form with ____ responders that is constituted by testimonies and sociodemographic data.

There shall be no deviation from or addition to the above list of limited data sets unless expressly agreed and executed to by the parties by way of written amendment.

**DATA USE AGREEMENT: cv19memorial
SCHEDULE B**

This Agreement is entered into by and between the **cv19memorial (“the memorial”)** and
_____ (**“Recipient”**).

This schedule B to this data use agreement certifies that the following limited purposes and activities for which the Recipient may use the limited data sets released to the Recipient by cv19memorial.

Limited Purposes and Activities Description:

- Internal analysis by the Recipient
- Potential publication or presentation, pursuant to the terms of this Data Use Agreement

There shall be no deviation from or addition to the above list of limited data sets unless expressly agreed and executed to by the parties by way of written amendment.