

## DATA USE AGREEMENT

### **For use with a De-identified Data Set Only**

This Data Use Agreement (“Agreement”) is made and entered into as of this [INSERT DATE] (the “Effective Date”), by the Pancreatic Cancer Action Network (“PanCAN”) with an address at 1500 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266, and [COMPANY] (hereafter “DATA RECIPIENT”). PanCAN and DATA RECIPIENT, hereafter referred individually as a (“Party”) or together as the (“Parties”).

### **RECITALS**

**WHEREAS**, PanCAN contemplates sending DATA RECIPIENT certain de-identified information (“De-identified Data Set”) for the purpose of conducting research.

**WHEREAS**, it is the intent of both Parties to fully comply with the laws and regulations related to confidentiality and information security;

**THEREFORE**, in consideration of the foregoing recitals the parties agree as follows:

#### **A. SCOPE AND PURPOSE**

1. This Agreement sets forth the terms and conditions pursuant to which PanCAN may disclose a De-identified Data Set to DATA RECIPIENT for the purpose of conducting the Project (“Project”) as described in Appendix A to this Agreement;
2. Except as otherwise described herein, DATA RECIPIENT shall not use or disclose the De-Identified Data Set for any other purpose other than to perform the Project as described in Appendix A to this Agreement or as required by law;
3. Transferring the De-identified Data Set:
  - a) PanCAN shall transmit the De-identified Data Set to the DATA RECIPIENT electronically; and,
  - b) Upon execution of this Agreement, PanCAN or DATA RECIPIENT shall provide any specific instructions necessary to complete the transfer of the De-identified Data Set.

#### **B. RECIPIENT OBLIGATIONS**

1. DATA RECIPIENT shall disclose the De-identified Data Set solely to DATA RECIPIENT employees, independent contractors, agents, and professional advisors, collectively (“DATA RECIPIENT Representatives”) that have a need to use the De-identified Data Set for the Project. DATA RECIPIENT shall ensure that its Representatives are obligated to comply with all applicable terms of this Agreement and DATA RECIPIENT shall be responsible for any breach or violation of the applicable terms of this Agreement caused by any of its Representatives. DATA RECIPIENT Representatives shall not use the De-identified Data Set for any purpose other than the Project, without the prior written approval of PanCAN and shall not reidentify or attempt reidentify any patient whose data is included within the De-identified Data Set.
2. DATA RECIPIENT shall not reidentify any, and shall take reasonable measures to ensure that, the information contained in the De-identified Data Set cannot be associated with an identifiable, natural person and commits to maintain the information in a manner that cannot reasonably be used to infer information about, or otherwise be linked to, a particular natural person.

3. DATA RECIPIENT shall employ all reasonable and appropriate safeguards to securely hold and prevent use or disclosure of the De-Identified Data Set, other than those uses or disclosures authorized by this Agreement, any accompanying agreement, or as required by law.
4. DATA RECIPIENT agrees to retain control over the De-identified Data Set and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the De-identified Data Set to any third party that is not a DATA RECIPIENT Representative, without the prior written consent of PanCAN. If approved by PanCAN, DATA RECIPIENT will ensure the third party agrees to the same restrictions and conditions that apply to the DATA RECIPIENT with respect to such information pursuant to this Agreement.
5. DATA RECIPIENT shall promptly report to PanCAN any use or disclosure of the De-identified Data Set by DATA RECIPIENT that is not allowed for under this Agreement of which it becomes aware.
6. Upon request, DATA RECIPIENT will provide PanCAN access to any de-identified data set results from the Project, provided that PanCAN shall comply with the terms of Section B(1) through Section B(5) as applied to DATA RECIPIENT, *mutatis mutandis*. PanCAN may use the de-identified aggregate data solely for non-commercial research purposes.

### **C. PUBLICATIONS/PUBLICITY**

1. The Parties agree that the dissemination of Project findings by publication or otherwise is a valuable objective of the Project. Joint publications are encouraged with authorship of such publications decided according to ICMJE publication standards. DATA RECIPIENT reserves the sole right to publish the result of any work completed by DATA RECIPIENT under this Agreement, provided however that PanCAN may require DATA RECIPIENT to allow publication by PanCAN in furtherance of its charitable mission so long as PanCAN does not prejudice any intellectual property rights of DATA RECIPIENT. Prior to submission for publication or presentation, DATA RECIPIENT will provide PanCAN thirty (30) days for review of a manuscript. PanCAN's comments will be considered in good faith by DATA RECIPIENT. PanCAN and DATA RECIPIENT will arrange expedited reviews for abstracts, poster presentations, or other materials. If requested in writing, any publication may be delayed as necessary to allow for filing of a patent, or as applicable other intellectual property, application. DATA RECIPIENT agrees to cite PanCAN as the source of the De-Identified Data Set for any results in all presentations, publications, abstracts or other public disclosures of the De-Identified Data Set.
2. DATA RECIPIENT shall provide PanCAN access to, either electronically or in paper form, a copy of every publication of material based on or developed under this Agreement.
3. Neither Party shall use the other Party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of such other Party.
4. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement without written permission from the other Party provided that any such statement shall not in any manner imply endorsement by the other Party whose name is being used.

### **D. MISCELLANEOUS**

1. This Data Use Agreement contains rights and responsibilities that may be supplemental to any other written agreement between the Parties. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement, the terms of this Agreement shall govern with respect to the De-identified Data Set unless otherwise stated therein.
2. Except to the extent prohibited by law, or as explicitly provided in any other written agreement between the Parties, the DATA RECIPIENT assumes all liability for damages that arise directly from its use, storage, disclosure, or disposal of the De-identified Data Set.

**E. TERM and TERMINATION**

- 1. The term of this Agreement shall commence beginning on the Effective Date as first written above, and shall expire three (3) years from the Effective Date, or terminate upon the earlier of (i) termination of any related agreement between the Parties or (ii) Section E.3. of this Agreement. On termination or expiration, the DATA RECIPIENT will cease to use any De-Identified Data Set received under this Agreement.
- 2. The provisions of this Agreement to protect the identities of the individual persons whose data is included in the De-identified Data Set, and against any use or disclosure of the De-identified Data Set in violation of this Agreement, shall survive termination of this Agreement.
- 3. In the event that DATA RECIPIENT breaches this Agreement, PanCAN, in its sole discretion, may require that DATA RECIPIENT take appropriate steps to cure such breach. If DATA RECIPIENT fails to cure such breach within sixty (60) days following such request, then PanCAN may terminate this Agreement immediately, upon written notice to DATA RECIPIENT and upon such termination DATA RECIPIENT shall cease all use of the De-Identified Data Set and certify to PanCAN in writing that RECIPIENT has done so.

**F. NOTICES**

- 1. Any notice permitted or required by this Agreement shall be in writing and sent to the contact address as noted below or as may be provided by either Party to the other in writing from time to time.

PanCAN:  
 Name: Sudheer Doss  
 Address: 1500 Rosecrans Ave #200  
 City/State/Zip: Manhattan Beach, CA 90266  
 Email Address: sdoss@pancan.org

DATA RECIPIENT:  
 Name:  
 Address:  
 City/State/Zip:  
 Email Address

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date set forth above.

**PanCAN**

**DATA RECIPIENT:**

Signed: \_\_\_\_\_  
 Name:  
 Title:  
 Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
 Name:  
 Title:  
 Date: \_\_\_\_\_

**Appendix A:**

**Data Sharing Request:**

*Section 1: To be completed by external collaborator.*

*When completed please save and email to SPARK@PANCAN.ORG*

<b>General Information</b>			
<b>Date</b>			
<b>External Collaborator Name</b>		<b>External Collaborator Title / Role</b>	
<b>External Collaborator Organization</b>			
<b>Data Requested</b>			
<b>Data source(s)</b>			
<b>Description of data elements being requested</b>			
<b>Estimated number of patient records being requested</b>			
<b>Intended Use of Data</b>			
<b>Primary Objectives</b>			
<b>Study Design / Methods Planned (As Applicable)</b>			
<b>Potential Value / Impact to Pancreatic Cancer Patients or Broader PanCAN Community</b>			

<b>Intended Dissemination Plan (Internal / External)</b>
<b>Biosketch of External Collaborator(s)</b>

Section 2: To be completed by PanCAN staff:

<b>General Information</b>			
<b>PanCAN Staff Name / Title</b>			
<b>Is the data sharing arrangement exclusive to the external organization above?</b>	Exclusive <input type="checkbox"/>	<b>Has the external organization above contributed financially to PanCAN within the past 5 fiscal years?</b>	Yes <input type="checkbox"/>
	Non-exclusive <input type="checkbox"/>		No <input type="checkbox"/>
<b>Data Requested</b>			
<b>Is personally identifiable information (PII) being requested (PII defined below)?</b>	Yes <input type="checkbox"/>	<b>Are patients consented for the use described below?</b>	Yes <input type="checkbox"/>
	No <input type="checkbox"/>		No <input type="checkbox"/>
<b>Intended Use of Data</b>			
<b>Alignment with PanCAN Mission and Strategic Theme(s)</b>			

