



RESEARCH AGREEMENT

Data Request #: _____ Project Title: _____

This agreement ("Agreement") is entered into by the Florida Department of Health ("DOH"), and _____ hereinafter referred to as the Investigator.

RECITALS

- I. Under Section 385.202, Florida Statutes, DOH may exchange personal data from the statewide cancer registry with a contractual designee for the purposes of medical or scientific research, provided such designee complies with the limitations on disclosure as stated therein.
- II. Investigator desires to become such a contractual designee, and in order to induce DOH's entry into this Agreement, desires to comply with the above-referenced statute, the terms below, and all other applicable requirements of law.
- III. Investigator has submitted the Research Proposal to DOH specifying the personal data desired ("Research Proposal").
- IV. Investigator acknowledges that cancer registry data cannot be used for research purposes without approval from the DOH's federally mandated Institutional Review Board.
- V. Investigator has the authority to bind Investigator's Institution as to relevant terms of this Agreement

NOW THEREFORE, for good and valuable consideration, the parties hereto agree:

A. COMPOSITION OF AGREEMENT

1. This Agreement,
2. Investigator's Research Proposal ("Research Proposal"), and
3. DOH Cancer Registry Program Procedure Guide ("Procedure Guide").

B. AGREEMENT PERIOD

This Agreement begins upon the date it is fully executed and ends upon completion of performance by the parties or termination consistent herewith.

C. TERMS

1. The above recitals are true and correct and incorporated as if fully stated herein;
2. Investigator shall comply with all terms of this Agreement and the Procedure Guide;
3. DOH shall create a data file in ASCII format of the personal data from the cancer registry as specified in the Research Proposal (the "Data File")
4. The costs of assembling the Data File shall be set consistent with Section 119.07(1)(a), Florida Statutes, and shall be paid to DOH prior to transfer of the Data File to Investigator;
5. Investigator shall not use the Data File for any other purpose than that specified in the Research Proposal;
6. Upon completion of the work outlined in the Research Proposal, Investigator shall destroy the Data File and any and all copies thereof;
7. Upon completion of the work outlined in the Research Proposal, Investigator must provide prior to publication, a courtesy copy of the articles and/or reports accepted for publication to DOH.
8. The following statement must appear in abstracts, articles, presentations, reports, or other publications based on these data: "The Florida cancer incidence data used in this report were collected by the Florida



Florida Statewide Cancer Registry



Florida Cancer Data System

Cancer Data System (FCDS), the statewide cancer registry funded by the Florida Department of Health (DOH) and the Centers for Disease Control and Prevention’s National Program of Cancer Registries (CDC-NPCR). The views expressed herein are solely those of the author(s) and not necessarily reflect those of the DOH or CDC-NPCR.

- 9. The Investigator and Investigator’s Institution, except where prohibited by applicable Florida Law, agree to hold harmless, indemnify, and defend DOH from all liabilities, demands, damages, expenses, or losses arising out of performance under this Agreement, except to the extent where such liabilities, demands, damages, expenses or losses are the result of DOH negligence or willful misconduct; and
- 10. The law governing this Agreement shall be Florida Law and the venue for disputes over this Agreement shall be a State Court of Competent Jurisdiction in Leon County, Florida

IN WITNESS WHEREOF, the parties hereto executed this two-page Agreement, with attachments, on the dates stated below.

THE INVESTIGATOR

e-Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Date: _____

DOH

e-Signature: _____

Title: _____

Date: _____