

Collaborative agreement of data transfer and access in HKU FAMILY Cohort

This Agreement is made between you (the “End user”) and the HKU FAMILY Cohort (FC) in order to provide you with the right to access and use FAMILY Cohort data.

I (the “End User”) agree to the following terms and conditions of use in considerations of the data being made available to me through the various contributions of HKU FAMILY Cohort Research Committee:

1. I undertake to hold in strict confidence all data shall not be disclosed, released, revealed, showed, sold, rent, leased, loaned, or otherwise granted access covered by this undertaking to any person(s) or other research team(s) outside or inside The University of Hong Kong (“University”).
2. I undertake not to use the data for any of the following purposes: (a) marketing of goods and/or services by any parties, (b) matching the data with other data collected for other purposes and from other sources including any third parties, (c) business planning and improving of goods and/or services, and (d) any other business purposes that are not agreed by the HKU FAMILY Cohort.
3. I undertake to provide administrative, technical, and physical safeguards to ensure the confidentiality and security of the data and prevent unauthorized use or access to it (including password protection and encryption). No data shall be saved in any portable storage devices.
4. I undertake to use the data only for the current proposed project stated in the letter of content. Reuse or use of data shall not be allowed for undertakings other than the originally stated proposed project.
5. Prior to release of data, I undertake that I need to apply and obtain IRB (HKU/HKW)’s approval, as well as the approval of IRB at the institution I am currently affiliated, to use the FC data. Additional IRB approval may not be needed from anyone other than the principle investigator or the first author.
6. I undertake that the data (softcopy or hardcopy) shall not be taken away from office premises.
7. I undertake that the data shall be destroyed once the proposed project stated in the letter of content has been completed. I understand that an additional application will be required if further studies or analyses are to be conducted on the existing data.
8. I understand the ultimate ownership of the data is with the FC. Also, the present undertaking does not transfer any interest in intellectual property to me. The FC has the right to stop me from using the data at anytime.

9. I understand that the data is provided without warranty or liability of any kind.
10. At least one FC investigator must be included as a co-investigator on any grant proposal where use of FC data is proposed.
11. All publications and any form of dissemination must obtain prior approval from the FC. At least one FC investigator will be a coauthor on any manuscript resulting from this collaboration and, as such, will need to sign-off on any manuscript prior to its submission for publication.
12. Proper acknowledgement to both FC and Hong Kong Jockey Club Charities Trust (who provided the funding for the FC) must be given in all publications and any form of dissemination arising from analysis of the data. In addition, I shall send HKU FAMILY Cohort bibliographic details of any published work based on the data. FC will not be held liable for the quality of data provided.
13. Any breach and suspected breach of the terms and conditions shall be reported to HKU FAMILY Cohort Research Committee within 24 hours. Also, I understand that any breach will lead to immediate termination of my access to the data and could result in legal action against me.
14. I understand that I shall abide by any further conditions notified to me and meet any changes in terms and conditions that may apply.
15. I understand that I shall sign this undertaking per data request. In addition, I understand that data will be released without any personal identifier (e.g. name) as to protect cohort participants' privacy.
16. I understand that the data can only be used at the approved institution only. The end user will have to file a new application if he or she has left the approved institution if he or she wishes to continue to use the data.

	End user	HKU FAMILY Cohort
Signature:		
Full name:		
Institution:		School of Public Health, The University of Hong Kong
Date (dd/mm/yy)		