ICPSR | INTER-UNIVERSITY CONSORTIUM FOR POLITICAL AND SOCIAL RESEARCH

ICPSR 3960

Danish 1905 Cohort Study, 1998

University of Southern Denmark. Institute of Public Health

Duke University

Data Use Agreement

Inter-university Consortium for
Political and Social Research
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Terms of Use

The terms of use for this study can be found at:
http://www.icpsr.umich.edu/cocoon/ICPSR/TERMS/3960.xml

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DATA USE AGREEMENT

1. This agreement is between The Longitudinal Study of Aging in Danish Twins, hereinafter termed “LSADT”, and _____, herinafter termed “User” . Both parties mutually agree to enter into this agreement to comply with the following specific paragraphs.

2. This Agreement addresses the conditions under which LSADT will disclose and the User will obtain and use the data file(s) specified in section 6. This Agreement supersedes any and all agreements between the parties with respect to the use of data from the files specified in section 6 and preempts and overrides any instructions, directions, agreements, or other understanding in other prior communication from LSADT. Further, the terms of this Agreement can be changed only by a written modification to this Agreement or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by the LSADT point-of-contact specified in section 5 or the LSADT signatory to this Agreement shown in section 15.

3. The parties mutually agree that the User does not obtain any right, title, or interest in any of the data furnished by LSADT. Further, it is mutually agreed that data attained by the User under this agreement shall not be used for any commercial purpose.

4. The parties mutually agree that the following named individual is designated as "Custodian" of the file(s) on behalf of the User and will be personally responsible for the observance of all conditions of use and for establishment and maintenance of physical safeguards to prevent unauthorized access, disclosure or use. The User agrees to notify LSADT within fifteen (15) days of any change of custodianship.

_____
(Name of Custodian)

_____
(Company/Organization)

_____
(Street Address)

_____
(City/State/ZIP Code)

_____
(Phone No. - and E-Mail Address, If Applicable)

5. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of LSADT.

_____
(Name of Contact)

_____
(Title/Component)

_____
(Street Address)

_____
(City/State/ZIP Code)

_____
(Phone No. - and E-Mail Address, If Applicable)

6. The User represents and warrants that such data file(s) will be used solely for the following purpose(s):

_____

_____

_____

_____

The User represents and warrants further that the facts and statements made in any study or research protocol or project plan submitted to LSADT for each purpose are complete and accurate. Further, the User represents and warrants that said study protocol(s) or project plans, represent the total use(s) to which the data file(s) specified in section 6 will be put.

The User represents and warrants further that, except as specified in an Attachment to this Agreement, the User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person. The User agrees that, within the User organization, access to the data covered by this Agreement shall be limited to individuals on a need-to-know basis only.

The following LSADT data file(s) is/are covered under this Agreement.

File	Year(s)
_____	_____
_____	_____
_____	_____
_____	_____

7. The User agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use or access to the data.

8. In an effort to avoid simultaneous submission of similar articles to scientific journals, the User agrees to notify LSADT upon the submission of any and all manuscripts submitted for publication based on findings from analysis of the LSADT data. Notification shall include the title of each manuscript, an abstract for each manuscript, and the name(s) of the journal(s) to which the manuscript(s) will be submitted. Notification shall be directed to the LSADT point-of-contact specified in section 5 or the LSADT signatory to this agreement shown in section 15.

9. The following credit line and disclaimer will be used on all reports, publications and other materials resulting from use of the data:

> Data used for this research was provided by LSADT, which is supported in part by funds from Duke University under an award from the U.S. National Institutes of Health, and by the Danish National Research Foundation. The findings, opinions and recommendations expressed therein are those of the author(s) and are not necessarily those of LSADT, Duke University, the National Institutes of Health or the Danish National Research Foundation.

10. The parties mutually agree that the following specified Attachments are part of this Agreement: _____.

11. The User agrees that in the event LSADT determines or has a reasonable belief that the User has made or may have made disclosure of the aforesaid file(s) that is not authorized by this Agreement, or has used the aforesaid files for commercial purposes, LSADT in its sole discretion may require the User to: (a) promptly investigate and report to LSADT the User's determinations regarding any alleged or actual unauthorized disclosure and/or uses, (b) promptly resolve any problems identified by the investigation; (c) if requested, submit a formal response to an allegation of unauthorized disclosure and/or use; (d) if requested, submit a corrective action plan with steps designed to prevent any future unauthorized disclosures and/or uses; and (e) if requested return data files to LSADT. The User understands that as a result of LSADT's determination or reasonable belief that unauthorized disclosures and/or uses have taken place,

LSADT may refuse to release further data to the User for a period of time to be determined by LSADT.

12. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of the data file(s) specified in section 6.

13. On behalf of the User the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

_____
(Name and Title of Individual - Typed or Printed)

_____
(Company/Organization)

_____
(Street Address)

_____
(City/State/ZIP Code)

_____
(Phone No. – and E-Mail Address, If Applicable)

_____
Signature (Date)

14. The Custodian, as named in paragraph 4, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User, and agrees personally and in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User.

_____
(Typed or Printed Name and Title of Custodian of File(s)

_____
(Signature) (Date)

15. On behalf of LSADT the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

_____
(Typed or Printed Name and Title of LSADT Representative)

_____
(Signature) (Date)