Memorandum of Understanding (MOU)

**For Data Sharing**

With

**AMIA State University**

On Behalf of

**Community Research Project**

Issued by

**Statesville Partner**

On Behalf Of

**Department of Public Health**

To exchange

AMIA State Public Health Data

**Point of Contact**  
Person1  
**AMIA State University**  
person1@amiastate.edu

Person2  
**Statesville Partner  
Department of Public Health**  
123 Fake Street  
Statesville, AMIA 55555  
555-555-55555

**Section 1 – Contact Information**

|  |  |  |
| --- | --- | --- |
|  | **Information Provider** | **Information Recipient** |
| **Organization Name** | Statesville Partner, Department of Public Health | AMIA State University |
| **Business Contact Name** | Person2 | Person1 |
| Address | 123 Fake Street Statesville, AMIA 55555 | 456 Fake Avenue Statesville, AMIA 55555 |
| Telephone | 555-555-55555 | 555-555-55555 |
| Email Address | person2@statesville.org | person1@amiauniversity.org |
| **IT/Security Contact Name** | Person4 | Person3 |
| Address | 123 Fake Street Statesville, AMIA 55555 | 456 Fake Avenue Statesville, AMIA 55555 |
| Telephone | 555-555-55555 | 555-555-55555 |
| Email Address | person4@statesville.org | person3@amiauniversity.org |
| **Privacy Contact Name** | Person6 | Person5 |
| Address | 123 Fake Street Statesville, AMIA 55555 | 456 Fake Avenue Statesville, AMIA 55555 |
| Telephone | 555-555-55555 | 555-555-55555 |
| Email Address | person6@statesville.org | person5@amiauniversity.org |

**Section 2 – Purpose of Agreement**

This agreement is between Statesville Partner’s Department of Public Health (herein “DPH”) and AMIA State University (herein “ASU”), Community Research Project, to establish procedures relating to the exchange of AMIA State Public Health data.

WHEREAS, as allowed by AMIA State Law, 100.00, DPH shall share pertinent information from within the agency’s records on citizens and former citizens;

WHEREAS, ASU desires for DPH to make available the designated data set described below and agrees to be bound by the terms and conditions of this agreement;

WHEREAS, DPH agrees to make available the designated data, provided that ASU agrees by the terms and conditions of this agreement as well as applicable federal, AMIA State laws, and institutional review board requirements;

WHEREAS, Community Research Project is a collaboration between DPH and ASU and is responsible for implementing (description of project);

NOW, THEREFORE, in consideration of mutual covenants and promises hereinafter set forth, the parties agree as follows:

**Section 3 – Scope of Services**

**3.0 – Required Activities**

DPH and ASU hereby mutually agree as follows:

* Effective upon final signatures of all parties, DPH will prepare and furnish to Community Research project, a monthly extract of an electronic data set
* Data variables to be provided:
  + Variable1
  + Variable2
  + Variable3
  + Variable4
* DPH shall certify that records or information contained therein are accurate; DPH is not responsible for the accuracy of information or data provided by third parties.
* The file layout for records exchanged pursuant to this agreement shall be agreed upon both parties.
* Both parties, including all subcontractors or agents of the party, agree to comply with all applicable state and federal confidentiality laws and to protect the security, confidentiality, and integrity of public health information.

ASU shall:

* Provide a copy of this agreement to each individual granted access to data under this agreement. Each individual shall read and acknowledge their understanding of the compliance with the terms set out herein; ASU shall keep records of members who will have access to such records and their agreement of these terms.
* Community Research Project shall ensure that the release of data to the general public is in a format which prevents breaches of confidentiality. Community Research Project shall suppress cells with fiver or fewer cases with a comment inserted of “five or fewer cases”. If the cell’s original size can be determined by subtraction from the total, then totals should also be removed or the exact number of the next smallest cell shall also be withheld.
* Secure the data specified in this agreement; ASU shall notify DPH within five business days of discovery of any use or disclosure of the data not provided by this agreement of which a party is aware.

**3.1 – Authorship**

* DPH supports independent scientific inquiry and reporting and will work with Community Research Project where appropriate to ensure scientific rigor and transparent sharing of analytic findings; Community Research Project retains unilateral control of decision-making concerning publication.
* ASU will acknowledge DPH as a data source in any publication based on these data.
* Prior to submission for publication, Community Research Project shall allow DPH to review and provide critical feedback on research reports.
* ASU will provide final copies of publications produced.
* Authorship will only be recognized when all four International Committee of Medical Journal Editors (ICMJE) criteria are met. These are:
  + Substantial contributions to the conception or design of the work; or the acquisition, analysis, or interpretation of data for the work; AND
  + Drafting the work or reviewing it critically for important intellectual content; AND
  + Final approval of the version to be published; AND
  + Agreement to be accountable for all aspects of the work in ensuring that questions related to the accuracy or integrity of any part of the work are appropriately investigated and resolved.
* Presentations shall acknowledge DPH as a partner and also include a disclaimer our DPH’s behalf. The following are examples of acceptable language:
  + Acknowledgement: “Research reported in this presentation was supported, in part, by DPH, under agreement “MOU for the exchange of AMIA State Public Health Data”
  + Disclaimer: “The content is solely the responsibility of the authors and does not necessarily represent the official views of DPH.”

**3.2 – Restrictions**

ASU shall not:

* Attempt to link or permit others to attempt to link DPH records with personably identifying records from any other source without prior written approval from DPH.
* Attempt to use or permit others to use the data to learn the identity of any person included in the data.
* Release or permit others to release information based on these data to identifies individuals, either directly or indirectly
* Contact or permit others to contact providers or persons in this data

**3.3 – Security**

ASU shall:

* Adhere to all security standards as for data transmissions expressed in DPH IT policies (web link)
* Obtain all necessary waivers from DPH’s institutional review board
* Keep data confidential and in accordance with all state and federal laws
* Adhere to all security standards relating to data storage, including the protection and destruction of data required by DPH policies (web link)
* Prevent any and all unauthorized access to “identity information” of AMIA State citizens
* Upon learning of any unauthorized access, breach, theft, or accidental release of AMIA State data containing identifying information, recipients shall immediately notify the DPH business official and privacy officer listed in this agreement
* Provide written notice of any security provisions of this agreement within 24 hours of discovery
* Recipient agrees that sensitive data shall not be stored on mobile devices

**Section 4 – Term Agreement**

This agreement shall be effective upon final signature of all parties through December 31, 2030, unless terminated pursuant to the termination clauses contained. This agreement shall be extended for another term of two years by mutual agreement of the parties in writing prior to December 31,2030.

**Section 5 – General Provisions**

* Community Research Project is prohibited from using or disclosing data for marketing purposes.

**Section 6 – Termination**

Either party may terminate this agreement prior to the expiration date specified in Section 4 – Term Agreement with or without cause, upon 30 days written notice to the other. Upon termination, recipient agrees to delete or destroy all data, reports, or derived products provided by DPH unless authorization to maintain the information is provided or required by law.

**Section 7 – Integration, Modification, Assignment**

This document represents the entire agreement between the parties. Any modification of these terms must be in writing and signed by all parties. This agreement shall be interpreted in accordance with AMIA State laws.

**Approvals**

This memorandum of understanding (MOU) is subject to the terms and conditions stated herein. By affixing the signature below, the parties verify that they are authorized to enter into this agreement and they accepted the terms and conditions stated herein.

DPH Signatures:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **Business Contact Name Date: \_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **IT/Security Contact Name Date: \_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **Privacy Contact Name Date: \_\_\_\_**

ASU Signatures:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **Business Contact Name Date: \_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **IT/Security Contact Name Date: \_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **Privacy Contact Name Date: \_\_\_\_**