**DATA REPOSITORY AND SHARING COLLABORATION (DRSC), DATA USE AGREEMENT (DUA) BETWEEN AVRC DATA RESEARCH CENTER (ADRC)** **UNIVERSITY OF CALIFORNIA SAN DIEGO, AND [*Data Recipient*]**

This data use agreement (the “Agreement”) is by and between AVRC Data Research Center (ADRC), University of California San Diego, and (“Data Recipient”), and is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, Regents of the University of California; California HIV/AIDS Research Program (CHRP)’s

Data Repository and Sharing Collaboration (DRSC) project brings together data from CHRP-funded EII projects at various sites in order to allow more impactful cross-study collaboration and analyses.

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which ADRC Biomedical Informatics Team shall allow access to certain DRSC Data to the Data Recipient.

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE. Data Recipient wish to access to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_specified Data Repository and Sharing Collaboration Data set for research purposes.

2. AUTHORIZED USERS. Data Recipient shall assure that only authorized users have access to the DRSC Study Data.

3. PERMITTED USE AND DISCLOSURES. The Recipient may use and disclose the limited DRSC Study Data set only to conduct the research described herein: **(*insert description of the requested uses and disclosures permitted, including, if applicable, the research study or protocol title and identification number, if any.)***

All other uses and disclosures not authorized by this DUA are prohibited.

4. RECIPIENT AGREES:

* Data will be maintained on an encrypted storage device.
* Protect access account password(s), and never share passwords
* Comply with all terms

5. DATA. The DRSC Study Data to which Data recipient may have access under this Agreement include:

 \_\_\_\_\_ Protected health information or other individually identifiable private information;

 \_\_\_\_\_\_ A Limited Data Set.

 \_\_\_\_\_\_ A De-Identified Data Set.

6. NON-TRANSFERABILITY. Recipient shall not transfer any information obtained or accessed under this DUA to individuals or organizations not specified in this DUA.

7. GENERAL TERMS AND CONDITIONS. Receiving Investigator may not assign this Agreement or any right or obligation hereunder to any third party without the prior written consent of Study’s Principal Investigator and AVRC Data Research Center (ADRC), Biomedical Informatics Coordinator. No amendment to this Agreement is effective unless reduced to writing and executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed the present DUA on behalf of their respective parties.

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Sheldon Morris MD MPH

Director, Antiviral Research Center Data Management Recharge Core

Director, California Collaborative Treatment Group

UCSD Antiviral Research Center

I HAVE READ AND WILL COMPLY IN ALL RESPECTS WITH THE ABOVE AGREEMENT, INCLUDING RESTRICTIONS ON DISCLOSURE INTENDED TO PROTECT THE RIGHTS, SAFETY, AND WELFARE OF INDIVIDUALS WHOSE DATA I MAY ACCESSS.

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Name (Printed) Signature Date