



## OKLAHOMA STATE UNIVERSITY

### Data Sharing and Usage Agreement

This agreement establishes the terms and conditions under which the Center for Health Systems Innovation (CHSI), henceforth referred to as the Data Provider, will release health data from our Cerner Health Databases and other databases to a Data Recipient.

1. The Data Recipient will not release data to a third party nor deposit data in a public data repository without prior written approval from the Data Provider. Failure to maintain confidentiality may result in legal action and termination of access to the data.
2. The Data Recipient will not share, publish, or otherwise release any findings or conclusions derived from analysis of data obtained from the Data Provider without prior written approval from the Data Provider.
3. Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in the Project Scope Document. Any modifications or changes in project purpose, scope, or design will require an updated Project Scope Document.
4. All data transferred to Data Recipient shall remain the property of the Data Provider. Upon termination or completion of a project, the Data Recipient agrees to remove and/or destroy any data in his/her possession. The Data Recipient also agrees that, if requested by the provider, to provide verification that the data has been removed and/or destroyed.
5. Upon request, the Data Recipient agrees to share any code and derivative work with the Data Provider.
6. The Data Provider reserves the right to re-publish or otherwise make public any material published by the Data Recipient during the course of this agreement.
7. Oklahoma State University is the owner or licensee of the product, process, or data that is the subject of this academic exercise. As consideration for the opportunity to access the data, the Data Recipient agrees that any resulting Intellectual Property, whether or not patentable, conceived by the Data Recipient as a result of their participation, involving the use, formulation, or administration of said product, product, or data will belong to the University. This policy is aligned with the University's standard intellectual property policies governing work utilizing University resources
8. This agreement is effective as of the Effective Date and is valid for a period of five (5) years, unless sooner terminated by thirty (30) day's written notice of either party. Notwithstanding the forgoing, all provisions related to data sharing and usage, publication, intellectual property, and confidentiality shall survive any termination of this agreement.

\_\_\_\_ Please initial to the left to indicate that you have read and acknowledged the terms above.



### **Acknowledgement of Prior Consent Required to Publish**

Permission to publish and/or share research regarding Cerner Health Facts and any other data furnished by the Data Provider must be obtained prior to publication. Publications include, but are not limited to, journal articles, conference proceedings, posters, presentations, speeches, or any other material that may be publicly shared. To this end, the Data Recipient understands and agrees to complete the CHSI Publication Approval Process form, which consists of the following three phrases:

- Submission of abstract describing research to be published for CHSI feedback
- Submission of draft close to final version for CHSI review and approval
- Submission of published version of work to CHSI

All forms and permissions are for a single publication only, and on condition that full acknowledgement and credit be given to the Data Provider. For multiple publications, the Data Recipient agrees to complete the appropriate forms, obtain the necessary approvals, and provide copies for each individual publication. The Data Recipient also acknowledges that failure to provide a reasonable amount of lead time for review may result in revocation of permission(s) to publish and/or share research.

\_\_\_\_ Please initial to the left to indicate that you have read and acknowledged the conditions above.

### **Acknowledgement of Attribution and Credit Requirement**

A written acknowledgment (see below) of OSU CHSI support must appear in publications, including web pages, and verbal acknowledgment must be given in all news media interviews for any material based on or developed under CHSI-supported projects. Credit should be given to the CHSI and any member who has provided mentorship, guidance, and/or research direction on a project. The CHSI Executive Director and any CHSI team members who have provided support and/or made significant contributions should be listed as co-authors on any publications, posters, abstracts, and other work related to the research as applicable. If co-authorship is not possible because of author limitations, then authorship should be discussed with CHSI Executive Director.

*Acknowledgment Text: This work was conducted with data from the Cerner Corporation's Health Facts database of electronic medical records provided by the Oklahoma State University Center for Health Systems Innovation (CHSI). Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Cerner Corporation.*



\_\_\_\_ Please initial to the left to indicate that you have read and acknowledged requirement above.

### **CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "Conflict of interest" means that because of other activities or relationships a person is unable or potentially unable to guarantee the person's objectivity in performing the contract work, is or might be otherwise impaired, or has an unfair competitive advantage.

B. "Person" includes a contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the contracted work.

C. The undersigned warrants that, except as disclosed in D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

E. The undersigned agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the undersigned shall immediately make a full disclosure in writing to the Center of Health Systems Innovation (CHSI) of all relevant facts and circumstances. This disclosure shall include a description of actions which have been taken to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: \_\_\_\_\_  
Signature



IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**Data Provider**

**Data Recipient**

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Printed Name

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Printed Name

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Signature

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Signature

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Date

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Date