

CESQIP Research Use Agreement

It is of utmost importance to protect the identities of patients as well as individual CESQIP programs and member organizations. Every effort has been made to exclude identifying information on individual patients, programs and members from the computer files. Certain demographic information — such as sex, race, etc. — has been included for research purposes. All research results must be presented or published in a manner that ensures that no individual can be identified. In addition, there must be no attempt either to identify individuals from any computer file or to link with a computer file containing patient identifiers. In order for the CESQIP Aggregate Data Program (CADP) to provide access to the CESQIP aggregate data, it is necessary that the Principle Investigator of each proposal agree to the following provisions.

1) I will not use—or permit others to use—the data in any way other than for statistical reporting and analysis for research purposes. I must notify the CADP if I discover that there has been any other use of the data. Any individual data recipient seeking to obtain or use the data in the CADP must be representing a CESQIP participating hospital/program or must be listed as a co-investigator, must agree to the terms in this agreement, and must submit this agreement to the CADP before the aggregate data will be released.

2) I will not present or publish data in which an individual patient can be identified. I will not publish any information on an individual patient, including any information generated on an individual case. In addition, I will avoid publication of statistics for very small groups.

3) I will not attempt either to link—or permit others to link—the data with individually identified records in another database.

4) I will not attempt to learn the identity of any patient, program or organization whose data are contained in the supplied file(s).

5) If I inadvertently discover the identity of any patient, then a) I will make no use of this knowledge, b) I will notify the CADP of the incident, and c) I will inform no one else of the discovered identity.

6) I will not either release—or permit others to release—the data—in full or in part—to any person not listed as a co-investigator on the proposal except with the written approval of the CADP. By signing this agreement, I attest that all members of my research team who have access to the data associated with this proposal will abide by these rules.

7) I will use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this research use agreement. If accessing the data from the CADP or another statistical

package, I will not share my logon name or password with any other individuals. I will also not allow any other individuals to use my computer account after I have logged on with my logon name and password.

8) For all software provided by the CADP, I will not copy it, distribute it, reverse engineer it, profit from its sale or use, or incorporate it in any other software system.

9) I will cite the source of information in all publications. The appropriate citation is associated with the data file used. My signature indicates that I agree to comply with the above stated provisions. I understand that this form is not for the purpose of requesting delivery of data.

10) I will include in all reports, presentations, and publications the following disclosure:

CESQIP and the hospitals participating in CESQIP are the source of the data used herein; they have not verified and are not responsible for the statistical validity of the data analysis or the conclusions derived by the authors. The conclusions, findings, and opinions expressed by the authors do not necessarily reflect the official position of the AAES or CESQIP. Use of CESQIP data does not imply endorsement by any of the groups named above.

Additional Terms: The Data Recipient agrees to indemnify the AAES, the CESQIP Committee, and the Endocrine Surgery Quality Foundation and its employees and agents from liability, claims, or expenses arising from use of the CADP data or negligence in Data use by the Data Recipient; this Agreement will remain in effect as of the date of execution and terminate when all copies of the CADP data file are destroyed and no longer in use; any noncompliance by the Data Recipient with the terms of this Agreement or failure on the part of the Data Recipient to correct any breach or violation of this Agreement to the satisfaction of CESQIP will be grounds for immediate termination of the Agreement by CESQIP and possible expulsion of the data recipient and participating program from the CESQIP.

As the undersigned, my signature confirms my employment at the participating CESQIP facility and my intention to comply with the above stated requirements.

Principle Investigator's Name:

CESQIP Program or Facility:

Date:

Signature: