**MJ Health Research Foundation**

**MJ Health Resource Center**

**Data User Agreement for the Applicant**

I, [\_\_\_\_\_\_\_\_\_], employed at [\_\_\_\_\_\_\_\_\_\_\_], am applying to receive health survey data and/or biodata (hereafter “the Data”) from the MJ Health Research Foundation for use in a research project entitled [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. I hereby agree to the following:

1. When using the Data, I agree to abide by the provisions set forth in the “Personal Information Protection Act” in compliance with local regulations, as well as similar laws concerning protection of personally identifiable information and avoid infringing upon personal privacy and directly or indirectly uncovering the identities of data subjects. I recognize I can be held legally liable for actions that lead to the disclosure of subject data or identity as a result of personal privacy infringement.
2. I have read and agree to follow the “MJ Health Research Foundation MJ Health Resource Center Biological Samples, Data and Information Access Application Guideline”.
3. I agree that use of the Data is limited to the co-investigator and the actual users of the Data, and I will supervise the data use activities. I will be responsible for collecting Data User Agreements for Co-Investigators and Other Actual Data Users and submit them along with the application form to the MJ Health Research Foundation either during the initial application or in the event of a change of personnel. I also agree to assume responsibility for the use and handling of the Data by all users.
4. I agree not to share the Data with anyone that is not part of the research project, and will cooperate with legal investigation by competent authority if necessary.
5. I agree that the use of the Data is for research purposes only and cannot be used for other purposes. This agreement is effective from the date listed on the bottom of the page until \_\_\_\_/\_\_\_\_/\_\_\_\_\_. I will only use this Data within the validity period. For those who have a continued need to use this Data upon the expiration of the period, I should apply for an extension. If an extension is not applied for, the Data must be destroyed.
6. I agree to include the following paragraph in the acknowledgement or elsewhere in the research paper as appropriate in the published paper:

“ All or part of the data used in this research were authorized by, and received from the MJ Health Research Foundation (Authorization Code:\_\_\_\_\_\_\_\_\_\_\_\_). Any interpretation or conclusion described in this paper does not necessarily represent the views of MJ Health Research Foundation.”

1. I agree to assume responsibility for any unlawful use of the Data and the ensuing legal consequences.
2. This agreement is subject to local regulations in the jurisdiction governing the MJ Health Research Foundation. Any legal disputes arising from this agreement shall be referred to the Taiwan Taipei District Court for preliminary hearing.

**I have read and understand the agreements above and agree to follow them.**

Name:　 　(Signature) ID/Passport Number:

Date:

**MJ Health Research Foundation**

**MJ Health Resource Center**

**Data User Agreement for Co-Investigator**

**and Other Actual Data Users**

I, [\_\_\_\_\_\_\_\_\_\_], employed at [\_\_\_\_\_\_\_\_\_\_\_\_], will participate in the use of health survey data and/or biodata (hereafter “the Data”) from the MJ Health Research Foundation as requested in the application submitted by [insert name of the data applicant or principal investigator] for a research project entitled [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. I hereby agree to the following:

1. When using the Data, I agree to abide by the provisions of the “Personal Information Protection Act” in compliance with local regulations as well as relevant laws concerning the protection of personally identifiable information, and to avoid infringing upon personal privacy and directly or indirectly uncovering the identities of data subjects. I recognize I can be held legally liable for actions that lead to the disclosure of subject data or identity as a result of personal privacy infringement.
2. I have read and agree to follow the “MJ Health Research Foundation MJ Health Resource Center Biological Samples, Data and Information Access Application Guideline”.
3. I agree not to share the Data with anyone that is not part of the research project, and will cooperate with any legal investigation by the competent authority as necessary.
4. I agree that the use of the Data is for research purposes only and cannot be used for other purposes. This agreement is effective from the date listed on the bottom of the page until \_\_\_\_/\_\_\_\_/\_\_\_\_\_. I will only use this Data within the validity period. For those who have a continued need to use this data after the expiration of the period, the principal investigator should apply for an extension. If an extension is not applied for, the data must be destroyed.
5. I agree to include the following paragraph in the acknowledgement or elsewhere in the research paper as appropriate in the published paper:

“ All or part of the data used in this research were authorized by, and received from the MJ Health Research Foundation (Authorization Code:\_\_\_\_\_\_\_\_\_\_\_\_). Any interpretation or conclusion described in this paper does not represent the views of MJ Health Research Foundation.”

1. I agree to assume responsibility for any unlawful use of the Data and the ensuing legal consequences.
2. This agreement is subject to local regulations governing the jurisdiction of the MJ Health Research Foundation. Any legal dispute arising from this agreement shall be referred to the Taiwan Taipei District Court for preliminary hearing.

**I have read and understand the agreements above and agree to follow them.**

Name:　　 　　(Signature) ID/Passport Number:

Date: