**MJ Health Research Foundation**

**MJ Health Resource Center**

**Data User Agreement for the Applicant**

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

1. When using the Data, I agree to abide by the provisions set forth in “Personal Information Protection Act” of the Republic of China (Taiwan) as well as similar laws concerning protection of personally identifiable information and avoid infringing upon personal privacy and directly or indirectly uncovering the identity of data donor. If any damage to data donor occurred as a result of personal privacy infringement, I will be held legally liable without regard to my job status.
2. I have read “MJ Health Research Foundation MJ Health Resource Center Biological Samples, Data and Information Access Application Guideline” and I agree to follow its rules regarding data use, research publication and acknowledgement, etc.
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 during either the initial application or change of personnel. I also agree to assume responsibility for the use and handling of the Data by all the 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 when necessary.
5. I agree the use of the Data is for research purposes only and nothing else.
6. I agree to include the following paragraph in acknowledgement or other appropriate places in the research paper involving the use of the Data upon the paper’s publication:

“ All or part of the data used in this research were authorized by, and received from 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 its legal consequences.
2. Laws that are applicable in this agreement are those of the Republic of China (Taiwan). Should any legal dispute arise, I agree to use Taiwan Taipei District Court as competent 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 Associate Project Manager**

**and Other Actual Data Users**

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

1. When using the Data, I agree to abide by the provisions set forth in “Personal Information Protection Act” of the Republic of China (Taiwan) as well as similar laws concerning protection of personally identifiable information and avoid infringing upon personal privacy and directly or indirectly uncovering the identity of data donor. If any damage to data donor occurred as a result of personal privacy infringement, I will be held legally liable without regard to my job status.
2. I have read “MJ Health Research Foundation MJ Health Resource Center Biological Samples, Data and Information Access Application Guideline” and I agree to follow its rules regarding data use, research publication and acknowledgement, etc.
3. 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 when necessary.
4. I agree the use of the Data is for research purposes only and nothing else.
5. I agree to include the following paragraph in acknowledgement or other appropriate places in the research paper involving the use of the Data upon the paper’s publication:

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

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2. Laws that are applicable in this agreement are those of the Republic of China (Taiwan). Should any legal dispute arise, I agree to use Taiwan Taipei District Court as competent court for preliminary hearing.

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

Name:　　 　　(Signature) ID/Passport Number:

Date: