CitAD Data Use Agreement

This agreement is between the Citalopram for Agitation in Alzheimer's Disease (CitAD) study and _____ (Recipient) for use of data from the CitAD study ("the study") conducted by the CitAD group. The purpose of this agreement is to give the Recipient access to data from the study to use for health research related analyses.

The agreement is for the analysis of data from the study to evaluate:

_____

_____

(describe generally the proposed uses)

The CitAD Coordinating Center (CC) will prepare a dataset with requested data elements for the recipient. The data will be extracted from the final public version(s) of the study database(s).

Responsibilities of Recipient. Recipient agrees to:

- Use or disclose the data only as permitted by this Agreement or as required by law;
- Use appropriate safeguards to prevent use or disclosure of the data other than as permitted by this Agreement or required by law;
- Report to the CitAD CC any use or disclosure of the data that is not permitted by this Agreement or required by law;
- Require any collaborators, subcontractors or agents that receive or have access to the data to agree to the same restrictions and conditions on the use and/or disclosure of the data that apply to Recipient under this Agreement;
- Not transmit the data to any other parties without prior written authorization from the CitAD CC;
- Not use the information in the data from the study to identify or contact the individuals who are data subjects;
- Indemnify, defend and hold harmless both the CitAD group and its investigators, and their agents and respective trustees, officers, directors, and employees ("Indemnitees") from and against any claim, cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees and court costs) arising out of or in connection with any unauthorized or prohibited use or disclosure of the data or any other breach of this agreement by the Recipient or any subcontractor, agent or person under the Recipient's control; and
- Obtain prior authorization for presentation or publication (including grant requests) of analyses or conclusions derived from the data in accordance with the procedures of the CitAD Steering Committee, by submitting the proposed presentation or publication to the CitAD CC at least 14 days prior to submission to a journal or other outside entity. Publications and presentations using CitAD data should include an attribution to the "Citalopram for Agitation in Alzheimer's Disease (CitAD) study (NIH: R01 AG031348-01; clinicaltrials.gov: NCT00898807)"

Term and Termination.

- Term. The term of this Agreement shall begin as of the effective date shown below and shall continue for so long as Recipient retains the data, unless sooner terminated as set forth in this Agreement.

- Termination by Recipient. Recipient may terminate this agreement at any time by notifying the CitAD CC and returning or destroying the data.

- Termination by CitAD. The CitAD group may terminate this agreement at any time by providing thirty (30) days prior written notice to Recipient.

- For Breach. The CitAD group shall provide written notice to Recipient within thirty (30) days of any determination that Recipient has breached a material term of this Agreement. The CitAD group shall give Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by the CitAD group.

Recipient agrees to the above responsibilities, terms and conditions:

_____ (Printed Name)

_____ (Signature)

_____ (Effective Date)

For CitAD Use Only

Receipt Date: _____