

### Requests by External Investigators for:

- a) SUNY Oswego Students, Faculty, or Staff to Participate in Research Projects
- b) Use of institutional data, otherwise publicly available in an aggregate format

The College occasionally receives requests from external investigators\* to survey various segments of Oswego (students, faculty, or staff) or to access institutional data. It is SUNY Oswego policy to provide fair and consistent responses to these requests while maintaining the privacy of College community members and the integrity of institutional data in compliance with state and federal regulations.

Requests of this nature are to be reviewed and approved by

- a) the College Institutional Review Board (IRB), the Human Subjects Committee (HSC). IRB will review the request for human participant compliance to determine if the research follows the ethical standards set by the Code of Federal Regulations (45 CFR 46), and
- b) the Director of Institutional Research who will weigh the requests against internal priorities and general fit with SUNY Oswego.

#### Procedures:

- 1) The external investigator must find a SUNY Oswego sponsor with relevant expertise to support the research protocols being followed. The sponsor cannot be a student or alumni, unless the sponsor is also a full time, regular SUNY Oswego employee.
- 2) The external investigator will submit the request to the HSC on the Online Human Subjects Transmittal Form.
- 3) The external investigator will provide the Director of Institutional Research with a copy of required forms: a copy of the survey instrument/ or detail listed of the data (whichever is applicable), research proposal, and a copy of the IRB approval forms, from both the external investigator's home institution and SUNY Oswego's IRB.
- 4) Depending on the nature of the request, the investigator may need to also sign a "Data Use Agreement" (an Example is attached).
- 5) Decisions made by the IRB and Director of Institutional Research to grant permission to an external investigator to recruit research participants on campus or to use institutional data may be reversed by the President of the College if it is in the best interest of the College to do so. The approval has a time duration of up to two years.
- 6) A fee schedule will be applied:

<u>Type of Review</u>	<u>Rate</u>
Application and review	\$250
Major modification	\$150
Minor modification	\$100

The fee may be waived for undergraduate student research projects.

\**External Investigator* – a person not employed by SUNY Oswego or otherwise affiliated with the College.

## DATA USE AGREEMENT

This Data Use Agreement (“Agreement”), effective as of \_\_\_\_\_, is entered into by and between \_\_\_\_\_ and Dr. Mehran Nojan, Director of the Office of institutional Research and Assessment and (name)\_\_\_\_\_, (title)\_\_\_\_\_. The purpose of this Agreement is to provide Data Recipient with access to the data described below for use in research in accord with the HIPAA and FERPA Regulations.

1. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the “HIPAA Regulations” codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.
2. Preparation of the data. Data Provider shall prepare and furnish to Data Recipient data in accord with any applicable HIPAA or FERPA Regulations

3. Data Request details.

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4. Responsibilities of Data Recipient. Data Recipient agrees to:
  - a. Use or disclose the data only as permitted by this Agreement or as required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of the data other than as permitted by this Agreement or required by law;
  - c. Report to Data Provider any use or disclosure of the data of which it becomes aware that is not permitted by this Agreement or required by law;
  - d. Require any of its 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 Data Recipient under this Agreement; and
  - e. Not use the information in the data to identify or contact the individuals who are data subjects.

- f. Students' records will be excluded in cases where there are less than five students in a concentration area.
  - g. The name SUNY Oswego will not be mentioned or associated with this study, the results and all subsequent publications.
5. Permitted Uses and Disclosures of the data. Data Recipient may use and/or disclose the data for its Research activities only. Data Recipient will destroy all data upon completion of dissertation project.
6. Term and Termination.
- a. Term. The term of this Agreement shall commence as of the Effective Date and shall continue for so long as Data Recipient retains the data, unless sooner terminated as set forth in this Agreement.
  - b. Termination by Data Recipient. Data Recipient may terminate this agreement at any time by notifying the Data Provider and returning or destroying the data.
  - c. Termination by Data Provider. Data Provider may terminate this agreement at any time by providing thirty (30) days prior written notice to Data Recipient.
  - d. For Breach. Data Provider shall provide written notice to Data Recipient within ten (10) days of any determination that Data Recipient has breached a material term of this Agreement. Data Provider shall afford Data 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 Data Provider.
  - e. Effect of Termination. Sections 1, 4, 5, 6(e) and 7 of this Agreement shall survive any termination of this Agreement under subsections c or d.
7. Miscellaneous.
- a. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in federal law that materially alter either or both parties' obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 6.
  - b. Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations.

- c. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- f. The data recipient will abide by the laws and regulations of the Family Education Rights and Privacy Act in maintaining and securing the data provided.

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**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Dr. Mehran Nojan \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: Director of the Office of Institutional \_\_\_\_\_

Print Title: \_\_\_\_\_

Research and Assessment

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_