

**DOCUMENT 40:  
RESEARCH AGREEMENT BETWEEN IOWA DEPARTMENT OF  
PUBLIC HEALTH AND [INSERT PARTY HERE]**

**RESEARCH AGREEMENT**  
**BETWEEN**  
**IOWA DEPARTMENT OF PUBLIC HEALTH**  
**AND**

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**(Researcher name)**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Iowa Department of Public Health (IDPH) and \_\_\_\_\_  
(Researcher).

- I. **Purpose.** IDPH supports research activities which benefit the health and well-being of Iowans. IDPH recognizes that conducting research for new insights and innovative solutions to health problems is one of the ten essential public health services. It is the mutual desire of IDPH and the Researcher to provide the Researcher with limited access to Vital Statistics Records for the purpose of enabling the Researcher to implement the research project described in the Application for Access to Confidential Vital Statistics Records Data (“Application,” attached as Attachment 1).
- II. **Legal Authority.** Certificates and records of births, deaths, fetal deaths, adoptions, marriages, dissolutions, and annulments, and data related thereto (“Vital Statistics Records”) which are maintained by the state registrar of IDPH are confidential under Iowa law. (Iowa Code section 144.43). However IDPH may permit access to Vital Statistics Records when it deems such records essential for bona fide research purposes which are not for private gain. (Iowa Code section 144.44).
- III. **Duties of the Parties.**
  - A. **Duties of IDPH.** Following a review of the Application, IDPH through its Ethics Committee has found the Vital Statistics Records requested in the Application to be essential for the research project described, has found such project to be for bona fide research purposes, and has found that such project is not for private gain. IDPH therefore agrees to release to Researcher the Vital Statistics Records requested in the Application (Attachment 1).
  - B. **Duties of Researcher.** The Researcher agrees to the following:
    1. **Use.** All Vital Statistics Records shall be used only for bona fide research purposes as set forth in the Application. The Researcher shall not use or permit others to use the Vital Statistics Records in any way except for statistical reporting and analysis.

- a. No personally identifiable data provided. If IDPH has not provided Researcher with personally identifiable data, the Researcher shall not use nor allow anyone else to use the Vital Statistics Records to learn the identity of any person contained in the certificates or data provided. If the identity of any person is discovered inadvertently the Researcher will not make use of this knowledge; will immediately notify the IDPH; will safeguard or destroy the information which led to the identification of the individual as requested by the IDPH; and will inform no one else of the discovery.
  - b. Personally identifiable data provided. If IDPH has provided Researcher with personally identifiable data, such data or information from the Vital Statistics Records shall not be used to establish contact with the named person or his/her family without prior written approval from IDPH. Prior to contacting the named person or his/her family, the Researcher shall execute IDPH's Protocol for contacting subjects of Vital Statistics Records
2. Storage. All Vital Statistics Records received shall be stored in a secure locked area with access restricted to project personnel for research purposes only as set forth in the Application.
  3. Confidentiality. The Researcher shall maintain the confidentiality of all Vital Statistics Records. The Researcher shall not disclose any confidential information contained in the Vital Statistics Records, including but not limited to names and other identifying information of persons who are the subject of such records, either during the period of this Agreement or hereafter. All identifiable and personal indicators shall be kept strictly confidential and shall not be used or released for any purpose.

The Researcher shall provide to IDPH a written description of its policies and procedures to safeguard confidential information. The Researcher shall designate one individual who shall remain the responsible authority in charge of all Vital Statistics Records collected or used by the Researcher in connection with this Agreement.

Information from the Vital Statistics Records shall not be used to establish contact with the named person or his/her family without prior written approval from IDPH. Prior to contacting the named person or his/her family, the Researcher shall execute IDPH's Protocol for contacting subjects of Vital Statistics Records.

This Agreement requires that the organization will ensure the confidentiality of Vital Statistics Records it may provide to a sponsoring agency.

The Researcher shall immediately report to IDPH any unauthorized disclosure of confidential information. Such disclosure shall be grounds for immediate termination of this Agreement.

4. Destruction. All certificates and data received from Vital Statistics Records shall be destroyed at the termination of the research project or in any case within two years, unless need for further retention is explained in the project description and approved in writing by IDPH through addendum to this Agreement. Destruction shall be by means which render the Vital Statistics Records unidentifiable and

useless. The Researcher shall provide notification to IDPH of the destruction of the records.

5. **Fees.** The Researcher shall reimburse IDPH in accordance with the attached fee schedule. The fee per certificate copy or index search may change, as Iowa law requires that fees be collected sufficient to cover the actual cost of providing the certificates. The Researcher shall receive thirty (30) day written notice prior to any fee changes.
6. **Future Requests.** All future certificate requests, relative to the described project, shall make reference to the above agreement number.
7. **Modifications.** If during the research study there is a modification to the project or if the project is terminated notice shall be sent to IDPH explaining the modifications or stating date of termination. The Researcher shall not modify the use of Vital Statistics Records from that contained in the Application without prior written approval from IDPH.
8. **Ownership.** Vital Statistics Records provided by IDPH to the Researcher pursuant to this Agreement shall remain the property of IDPH at all times.
9. **Publication.** If the Researcher is associated with an Iowa regent institution, the Researcher agrees to comply with the conditions regarding publications and presentations contained in Section 8(b)"i" of the General Conditions for Contracts with State Universities, effective August 25, 2004. If the Researcher is not associated with an Iowa regent institution, the Researcher agrees to provide a copy of the proposed publication to IDPH at least thirty (30) days in advance of the proposed dissemination date. The publication shall not be published in any format without the prior written consent of IDPH.

**IV. Term.** The term of this Agreement shall be two years from the date of the execution of the Agreement, unless terminated early in accordance with section VI.

**V. Indemnification.** The Researcher agrees to indemnify and hold harmless the State of Iowa and IDPH, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or IDPH related to or arising from:

- Any breach of this Agreement;
- Any negligent, intentional or wrongful act or omission of the Researcher or any agent or subcontractor utilized or employed by the Researcher;
- The Researcher's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Researcher;
- Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- Any failure by the Researcher to adhere to the confidentiality provisions of this Agreement.

## VI. Agreement Administration

- A. Independent Contractor.** The status of the Researcher shall be that of an independent contractor. The Researcher, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Researcher nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes.
- B. Compliance with the Law.** The Researcher, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including without limitation, all laws applicable to the release of Vital Statistics Records. The Researcher, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement.
- C. Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.
- D. Third-Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Contract is intended only to benefit the State, IDPH, and the Researcher.
- E. Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDPH or the State of Iowa.
- F. Assignment and Delegation.** This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Researcher shall be considered an assignment.
- G. Integration.** This Agreement represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.
- H. Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- I. Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any

kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

**J. Supersedes Former Contracts or Agreements.** This Contract supersedes all prior Contracts or Agreements between the Researcher and IDPH governing this project.

**K. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency: Iowa Department of Public Health  
Attn: Jill France  
Lucas State Office Building  
321 East 12<sup>th</sup> Street  
Des Moines, Iowa 50319-0075

If to the Researcher [name and address]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each such notice shall be deemed to have been provided:

1. At the time it is actually received; or,
2. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
3. Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

**N. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

**O. Authorization.** Each party to this Agreement represents and warrants to the other parties that:

- It has the right, power and authority to enter into and perform its obligations under this Agreement.
- It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**P. Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**Q. Termination.** Either party may terminate this agreement upon thirty days written notice to the other party. The unauthorized disclosure of confidential information shall be grounds for immediate termination of this Agreement.

**R. Researchers associated with Iowa regent institutions.** Sections V, VI(a), and VI(i) of this Agreement shall be of no force and effect if the Researcher is associated with an Iowa regent institution.

## VII. Execution

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

\_\_\_\_\_  
For Research Project (*Signature*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Research Project (*Print name*)

\_\_\_\_\_  
Iowa Department of Public Health (*Signature*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Iowa Department of Public Health (*Print name*)

AGREEMENT NUMBER \_\_\_\_\_

PROJECT PERIOD \_\_\_\_\_