Great Plains Tribal Chairmen’s Health Board

Northern Plains Health Promotion Programs

**Northern Plains Tribal Tobacco Technical Assistance Center**

**American Indian Adult Tobacco Survey**

**Data Sharing Agreement**

This agreement is made this day, January 24, 2012, by the Sac & Fox Tribe of the Mississippi in Iowa herein referred to as S&F, and the Great Plains Tribal Chairmen’s Health Board, herein referred to as GPTCHB for the purposes of conducting the American Indian Adult Tobacco Survey (ATS).

Whereas, as part of the work under this contract, S&F will receive datasets and a summary report from GPTCHB at the conclusion of the study,

Whereas, the Iowa Department of Health, which is obligated to assist American Indian tribes reduce tobacco use and exposure to environmental smoke shall receive a copy of the final ATS summary report,

Whereas, GPTCHB will implement the American Indian Adult Tobacco Survey to assist S&F to secure data regarding the beliefs, behaviors, and attitudes regarding the tobacco use of S&F enrolled tribal members, THEREFORE, BE IT RESOLVED that S&F and GPTCHB mutually agree to the following terms and conditions:

I. Project Implementation

1. This agreement shall be continuous until the ATS project is completed.
2. The GPTCHB will be the principal investigator of this study, and will be responsible for the collection, maintenance, and analysis of data.
3. The GPTCHB principal investigator will perform the following functions:
* Train staff to conduct ATS administration;
* Provide oversight to the implementation of the ATS;
* Ensure that AST administration is being carried out in accordance with the study protocol;
* Ensure participant rights and confidentiality are protected;
* Return all datasets to S&F with a final summary report.
1. Under the supervision of the GPTCHB principal investigator GPTCHB central office and field staff will perform the following:
* Receive training to conduct survey administration;
* Recruit and select participants for survey;
* Assist in compiling information collected;
* Protect identifying or personal information from release to other parties;

II. Operating Guidelines

GPTCHB agrees to:

1. Protect the personal privacy of individuals under federal and state law.

2. Restrict use of the information gained.

* All data will be reported in aggregate form;
* The survey data may only be used for data entry and analysis;
* All data collected and reports generated are owned by S&F.
* All data will not be published, presented, or released to other parties without written approval from S&F.
1. Develop guidelines for maintenance of confidentiality of data.
* All GPTCHB staff will be instructed to keep all such shared information strictly confidential;
* If a problem occurs, the GPTCHB will take corrective action with any persons who may violate the requirements of this section; and
* GPTCHB will inform one another of any problems or concerns immediately.

III. Termination

1. Either party may terminate this Agreement by giving thirty (30) days written notice of termination.

2. Neither party may amend or alter this Agreement without prior written approval of both parties.

IV. Agreement Period

* + - 1. This Agreement will be in effect from January 24, 2012 through the completion of the Adult Tobacco Survey Project.

 IN WITNESS WHEREOF, the parties have executed this Agreement:

Tribe, Title, and Name – Official Signatory

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Great Plains Tribal Chairmen’s Health Board

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Name/ Principal Investigator