

## Mount Sinai Medical Imaging Data Use Agreement (Mount Sinai Researcher)

- This agreement pertains to clinical imaging data and its derivatives acquired from (but not limited to) the following Mount Sinai systems: PACS, IRW, RIS, Montage, and associate reporting and secondary capture systems.
- All data derived from these sources are the property of Mount Sinai Health System.
- All publications using the Mount Sinai Imaging Research Warehouse need to include the following language in the acknowledgments section: "This work was supported in part through a grant from NIH CTSA and Mount Sinai Imaging Research Warehouse (MSIRW). Resources and staff expertise provided by the Department of Diagnostic, Molecular and Interventional Radiology and the Translational and Molecular Imaging Institute at the Icahn School of Medicine at Mount Sinai.
- I certify that any access provided to me will be used only for this one project and will not be shared with others, extended to additional projects or used by automated processes without prior approval.
- I certify that any generic (i.e. non-individual) account access will be used exclusively for its designated automated process and its pre-approved purpose and will not be used by any individual for connecting, retrieving, or modifying data.
- I certify that any required modifications to the structure or data will be requested to and performed by the current Mount Sinai Department of Diagnostic, Molecular and Interventional Radiology and/or IRW staff exclusively.
- I understand that all access is audited, and that unauthorized access or inappropriate usage of data may result in disciplinary action up to and including termination.
- I certify that I will not release data obtained or derived from the Mount Sinai to any non-Mount Sinai entity whether not-for-profit or in a commercial capacity.
  - Should it be desirable to release information to a non-Mount Sinai entity I agree to apply to the Medical Imaging Data Use Committee and IRB and await approval.

### For De-identified Use (non-human subject, non-IRB)

- When using data provided without identifiers for research purposes I will not attempt to re-identify patients from any data that I may see. This restriction applies to all uses, including data being used in preparation of a project, or for purposes of research that is considered not federal regulated human subjects research.
  - Should I need to re-identify data I will apply to the IRB for permission and await IRB approval
- I certify that any imaging data or reports will be used for investigation and/or research purposes only.
- I certify that if I were to discover any identified (ie, containing PHI) data sets or reports, I will exclude such data and contact Mount Sinai Department of Diagnostic, Molecular and Interventional Radiology and/or IRW staff.

### For Fully Identified Use (IRB Approved):

- For Human Subjects research uses, I certify that I have completed Mount Sinai training required by the Program for Protection of Human Subjects (PPHS), and agree to abide by all PPHS requirements pertaining to access, storage, sharing and review of data.
- I will limit my review of data elements, to only those data elements and date ranges in the scope of my Institutional Review Board (IRB) approved project, or for authorized Hospital uses as necessary to carry out my job responsibilities.

- For any custom reports or datasets that I request, I will limit my request to only those data elements and date ranges in the scope of my IRB application and approval, or for authorized Hospital uses as necessary to carry out my job responsibilities.
- For any Identified Data (i.e., containing Protected Health Information/PHI), data sets, or reports made available to me, I will exclude any subjects personally known to co-investigators or me, except in a formal provider/patient relationship.
- Data supplied for projects with IRB approval shall not be re-used or re-disclosed without explicit permission from the IRB.
- I certify that I understand and agree to abide by the guidelines of the PPHS, the rules and regulations of the Mount Sinai Health System, and all applicable federal and state laws and regulations.

I agree to the following Data Use Agreement (DUA) as well as the terms in the Mount Sinai Data Access Policy [\[link\]](#).

Principle Investigator

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

Signature: \_\_\_\_\_

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

Department or Job Function: \_\_\_\_\_

Mentor (required if PI is not faculty)

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

Signature: \_\_\_\_\_

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

Department or Job Function: \_\_\_\_\_

Date signed: \_\_\_\_\_

Project Description (include derivative data that will be achieved during the project) : [can be substitute by electronic submission or attachment.