1. **PURPOSE**

To describe the administrative practice required to request the issuance of Data Transfer Agreements (DTA).

2. **SCOPE**

All transfers of CUNY research data to non-CUNY individuals or organizations, including researchers at CUNY sharing research data with researchers at other institutions, researchers leaving CUNY for another institution, and researchers both sharing and receiving data with non-CUNY individuals or organizations. For information regarding researchers at CUNY receiving (but not sharing) research data from non-CUNY individuals or organizations, see Unrestricted Data Use Agreements and Restricted Data Use Agreements.

3. **DEFINITIONS**

DTAs are contracts that describe the CUNY data being shared with a non-CUNY individual or organization and how that data can be used. For example, a DTA is required when a non-CUNY researcher would like access to CUNY data. A DTA is also required when a faculty member leaves CUNY for employment at another institution and wishes to take research data to the new institution in order to continue his/her research efforts, or when a CUNY researcher is exchanging data with someone outside of CUNY.

DTAs define the rights and obligations of CUNY and the receiving party, including for example limitations on the use of the data, obligations to safeguard the data, liability for harm arising from the use of the data, and rights regarding intellectual property, publication and commercialization. In accordance with, and subject to certain exceptions under, Federal regulation, CUNY’s Intellectual Property Policy, and sound management principles, tangible research property, including the research data and other records of research conducted under the auspices of CUNY, typically belongs to CUNY and must be retained at CUNY unless a DTA is in place with the receiving individual or organization.

DTAs may involve the transfer of restricted data, unrestricted data or both. “Restricted data” is defined as datasets that cannot be distributed to the general public because of, for example, participant and other confidentiality and privacy concerns, third party licensing or use agreements, or national security considerations. “Unrestricted data” is defined as datasets that do not contain personally identifiable participant information or other confidential or private information, do not raise national security concerns, and may otherwise be distributed to the general public.

4. **RESPONSIBILITIES**

The Vice Chancellor for Research and the University Director for Research Compliance are the authorized signatories for DTAs, unless the DTA involves restricted data, in which case CUNY’s General Counsel is the authorized signatory. Research team members (including the Principal Investigator), or others at the CUNY Colleges do not have the authority to issue or sign DTAs on behalf of CUNY.
5. **WORK INSTRUCTION**

1. To request the issuance of a DTA, provide the following information to the research compliance staff responsible for research agreements:

   - Study title or other description of the data to be transferred;
   - Description of why the DTA is needed and/or of the research to be conducted using the data;
   - Name and contact information of CUNY Principal Investigator;
   - Name and contact information of the non-CUNY Principal Investigator, if any; and
   - Name and contact information of the institution to which the data will be transferred and of institutional official with authority to sign the DTA for such institution.

6. **REFERENCES**


