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SEER Research Data Use Agreement

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For the 1975–2022 Data (November 2024 Submission)

When requesting access to the SEER data, you must sign a SEER Research Data Agreement. You may review the language of the agreement below (this cannot be used to [request access to the data](https://seer.cancer.gov/data/access.html) (<https://seer.cancer.gov/data/access.html>)).

This SEER Research Data Use Agreement (the “Agreement”) outlines the terms for access to data in the National Institutes of Health (NIH) Surveillance, Epidemiology, and End Results (SEER) Research and Research Plus Databases (collectively, the “Databases”). The parties to this Agreement include the NIH and the “Authorized User” indicated in this data use request, and the NIH. The effective date of this Agreement is the date of Authorized User’s acceptance of the agreement (“Effective Date”).

PREAMBLE

1. The NIH has established NIH-designated cloud-based data repositories for securely storing and sharing data collected by the National Cancer Institute (NCI) SEER Program. The SEER Program developed the Databases to support research and makes the Databases available through the SEER*Stat software.
2. Authorized User wishes to access the Databases for research. This Agreement governs Authorized User's use and disclosure of data obtained from the Databases and data derived from that data (collectively referred to in this Agreement as “Data”).

AGREEMENT AND TERMS OF USE

As a condition of access to the Databases and Data, Authorized User agrees to the following provisions:

1. Use and Disclosure Restricted: Authorized User will use or disclose the Data only for the purposes for which they were supplied.
2. Compliance: Authorized User will use Data in full compliance with all applicable laws and NCI policies and guidance documents. To the extent NCI policies or guidance documents are inconsistent with the terms of this Agreement, the terms of this Agreement will supersede NCI policies or guidance.
3. No Data Linkage: Authorized User will not link or attempt to link the Data with information in another database at the individual level, nor will permit others to do so. This includes, but is not limited to, links or attempts to link two or more SEER Databases to which Authorized User has access.
4. No Re-Identification of Individuals: Authorized User will not attempt to learn the identity of any individual whose Data is contained in the Databases. If Authorized User or any other person inadvertently discovers the identity of an individual whose Data is in the Databases, Authorized User will: (a) make no use of this knowledge, including informing others, other than NCI Surveillance Research Program (SRP), of the discovered identity, (b) not contact any individual, and (b) notify NCI SRP of the incident **UNDER SECTION 9, BELOW**. Authorized User agrees not to generate information from Data that could allow the identities of individuals to be readily ascertained.
5. No Attempt to Identify any Geographic Area: Authorized User will not attempt to identify or infer any geographic area if they are not specifically released in the SEER Database (e.g. identify state, registry, or county, etc. if they are not included in the specific SEER Database).
6. No Attempt to Identify any Data Source: Authorized User will not attempt to identify or infer any data source or individual healthcare provider or healthcare facility (e.g. hospital, laboratory, oncology office, etc.).
7. No Release to Others: Authorized User will not release, nor permit others to release, the Data to any other person. All members of a research team who wish to have access to the Data must sign a SEER Research Data Use Agreement. Authorized User will not disclose Data in any Federal, State, or local civil, criminal, administrative, legislative, or other proceeding without advance written approval of the NCI SRP. Authorized User will not sell the Data, in whole or in part, to any individual for any purpose.
8. Required Safeguards. Authorized User will use appropriate safeguards to prevent use or disclosure of the Data. Authorized User will not share his or her logon name or password with any other person. Authorized User will not allow any other person to use Authorized User's computer account after Authorized User has logged on with Authorized User's logon name and password.
9. Notice of Unauthorized Data Use, Unauthorized Data Sharing, Identification of Individuals in Data, or Breaches of Security: Authorized User agrees to notify the NCI SRP (seerdataaccess@imswb.com), the NIH Incident Response Team, and NIH Office of Extramural Research Data Sharing Policy Implementation (OER/DSPI) Team of any unauthorized Data use or disclosure, Identification of individuals whose Data is in the Databases, or breaches of security that may compromise the confidentiality of Data, within 24 hours of when the incident is discovered. For the NIH Incident Response Team, notifications can be made by phone (301) 496-HELP (4357); Toll Free Number: (866) 319-4357 or TTY: (301) 496-8294 and can also be sent by email to NIHInfoSec@nih.gov or via the Report an Incident Link:

<https://irtportal.ocio.nih.gov/> (<https://seer.cancer.gov><https://irtportal.ocio.nih.gov/>). For OER/DSPI Team, notifications can be sent to DMI_OER@mail.nih.gov. Within 3 business days of notification, Authorized User agrees to submit to the NCI SRP and OER/DSPI a detailed written report including the date and nature of the incident, actions taken or that will be taken to remediate the issue(s) and to prevent further problems (the "Remediation Plan"), and a timeline for actions in the Remediation Plan. Authorized User agrees to cooperate with an investigation by NIH (or another entity designated by NIH), to work with NIH to assure that the Remediation Plan is sufficient, and to provide documentation verifying that the Remediation Plan has been implemented. Repeated violations or unresponsiveness to NIH requests may result in further compliance measures affecting Authorized User.

10. Software: For all software provided to Authorized User by the NCI SRP ("NCI Software"), Authorized User will not copy, distribute, reverse engineer, sell, lease, or incorporate NCI Software into any other software system.
11. Publication: Authorized User will not present or publish Data or the results of research conducted with Data in which an individual can be identified. Authorized User will not publish information on an individual, including information generated by the case listing session of SEER*Stat, even if such information cannot directly identify an individual. Authorized User will follow all NCI policies, including any policy on small cell sizes. Statistics about any geography (county, state, registry) or demographic information (age, sex, race/ethnicity) based on counts 1 to 4 must be suppressed in all publications. Upon NCI SRP request, authorized users will send a copy of any manuscript or book chapter generated through analysis conducted with the Databases.
12. Required Acknowledgments: Authorized User agrees to acknowledge the SEER Databases and specific version of the dataset(s) analyzed, in all oral and written presentations, disclosures, and publications resulting from any analyses of Data. The appropriate citation is associated with the data file used, which may be found in Suggested Citations on the SEER*Stat Help menu.
13. NCI Use of Information about Authorized Users: Authorized User agrees that information about Authorized User and the approved research will be posted publicly on the SEER website, including Authorized User's name, the project name, and information provided in the Data Access Request (DAR) and other application materials. Authorized User agrees that citations of publications resulting from the use of the Databases may be posted on the SEER website. Authorized User agrees that NIH may use information provided in the DAR and other application materials for purposes of enforcing this Agreement and administering the NCI SEER Program.
14. Term and Termination of Agreement: This Agreement will continue until terminated. NIH may from time to time request Authorized User to submit an application to continue access to the Databases. This Agreement will automatically terminate if Authorized User fails to submit such application with the time period required. NIH also may terminate this Agreement and immediately revoke or suspend access to Data if NIH determines the Authorized User has breached this Agreement.
15. Disposition of Data upon Termination and Project Close-Out Form: Upon termination of this Agreement, Authorized User agrees to destroy all Data, including copies and derivatives of Data, wherever located, including local servers and hardware, media, paper, and cloud computing

storage, virtual and physical machines, databases, and random-access archives. Authorized User may retain the database as necessary to comply with law, regulation, and government policy; however, the database may not be used to answer any additional research questions, even if they are within the scope of Agreement, unless the Authorized User submits a new Agreement and is approved by NIH to conduct additional research.

16. **NO WARRANTY:** DATA IS PROVIDED ON AN AS-IS, WHERE-IS BASIS, AND ARE NOT WARRANTED TO BE ERROR-FREE OR COMPLETE. NIH MAKES NO EXPRESS OR IMPLIED WARRANTIES AND EXPRESSLY DISCLAIMS THE IMPLIED warranties OF performance, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
17. **Liability:** Each party will be responsible for its own actions. The NIH, as an agency of the United States, may be liable only to the extent provided under the Federal Tort Claims Act, 28 USC 2671 et seq.

I acknowledge that I have read, understood, and agreed to abide by the terms and conditions of the SEER Research Data Use Agreement.

Name: Dexiang Li.

Institution: Affiliated Hospital of Qinghai University

Date: July 27, 2026.