

## DATA USE AGREEMENT

This Data Use Agreement (“Agreement”), effective as of \_\_\_\_\_ is entered into by and between \_\_\_\_\_ and Decatur Memorial Hospital. The purpose of this Agreement is to provide Data Recipient with access to a Limited Data Set (“LDS”) for use in research in accord with the HIPAA Regulations.

1. Definitions: Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the “HIPAA Regulations” codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.
2. Preparation of the LDS: Decatur Memorial Hospital shall prepare and furnish to Data Recipient an LDS in accord with any applicable HIPAA Regulations.
3. Data Fields in the LDS: No direct identifiers such as names may be included in the Limited Data Set (LDS). In preparing the LDS, Decatur Memorial Hospital shall include the data fields specified as follows, which are the minimum necessary to accomplish the research: 1) Specify your parameters, i.e. what you will be looking at.
4. Responsibilities of Data Recipient: Data Recipient agrees to:
  - a. Use or disclose the LDS only as permitted by this Agreement or as required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of the LDS other than as permitted by this Agreement or required by law;
  - c. Report to Data Provider any use or disclosure of the LDS of which it becomes aware that is not permitted by this Agreement or required by law;
  - d. Require any of its subcontractors or agents that receive or have access to the LDS to agree to the same restrictions and conditions on the use and/or disclosure of the LDS that apply to Data Recipient under this Agreement; and
  - e. Not use the information in the LDS to identify or contact the individuals who are data subjects.
5. Permitted Uses and Disclosures of the LDS: Data Recipient may use and/or disclose the LDS for its research activities only.

## 6. Term and Termination

- a. Term: The term of this Agreement shall commence as of the Effective Date and shall continue for so long as Data Recipient retains the LDS, unless sooner terminated as set forth in this Agreement.
- b. Termination by Data Recipient: Data Recipient may terminate this Agreement at any time by notifying the Data Provider and returning or destroying the LDS.
- c. Termination by Data Provider: Data Provider may terminate this Agreement at any time by providing thirty (30) days prior written notice to Data Recipient.
- d. For Breach: Data Provider shall provide written notice to Data Recipient within ten (10) days of any determination that Data Recipient has breached a material term of this Agreement. Data Provider shall afford Data Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by Data Provider.
- e. Effect of Termination: Sections 1, 4, 5, 6(e), and 7 of this Agreement shall survive any termination of this Agreement under subsections c or d.

## 7. Miscellaneous

- a. Change in Law: The parties agree to negotiate in good faith to amend this Agreement to comport with changes in Federal law that materially alter either or both parties' obligations under this Agreement. Provided, however, that if the parties are unable to agree to mutually acceptable law or regulations, either Party may terminate this Agreement as provided in section 6.
- b. Construction of Terms: The terms of this Agreement shall be construed to give effect to applicable Federal interpretative guidance regarding the HIPAA Regulations.
- c. No Third Party Beneficiaries: Nothing in this Agreement shall confer upon any person, other than the parties and their respective successors, or assign any rights, remedies, obligations, or liabilities whatsoever.
- d. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Headings: The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**DATA PROVIDER**

**DATA RECIPIENT**

\_\_\_\_\_  
Michael Zia, M.D.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date