

EXAMPLE DATA USE AGREEMENT BETWEEN

[Healthcare Organization Name]
and Bonnie Westra, PhD, RN, Associate Professor Emerita, University of Minnesota

This Data Use Agreement is made and entered into on (DATE) by and between (Healthcare Organization) hereafter “Holder” and Bonnie Westra, RN, PhD, hereafter “Recipient.”

1. This agreement sets forth the terms and conditions pursuant to which Holder will disclose certain protected health information, hereafter “PHI” in the form of a Limited Data Set to the Recipient.
2. Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the HIPAA Regulations at 45 CFR Part 160-164.
3. Permitted Uses and Disclosures
Except as otherwise specified herein, Recipient may make all uses and disclosures of the De-identified Data Set necessary to conduct the project described herein: The overall purpose of this project is to create and/or validate information models using aggregated flowsheet metadata or comparable data from the EHR/ data warehouse. There is no individually identified data so no PHI is included in the data set. It is aggregated meta-data only.
 - 3.1 In addition to the Recipient, the individuals, or classes or individuals, who are permitted to use or receive the Data Set for purposes of the Project are members of the team including the: statisticians, research assistant, and co-investigators involved in this project.
4. Recipient Responsibilities
 - 4.1 Recipient will not use or disclose the Data Set for any purpose other than permitted by this Agreement pertaining to the Project or as required by law;
 - 4.2 Recipient will use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Data Set other than as provided for by this Agreement;
 - 4.3 Recipient will report to the Holder any use or disclosure of the Data Set not provided for by this Agreement of which the Recipient becomes aware within 15 days of becoming aware of such use or disclosure;
 - 4.4 Recipient will ensure that any agent, including a subcontractor, to whom it provides the Data Set, agrees to the same restrictions and conditions that apply through this Agreement to the Recipient with respect to the Limited Data Set;
 - 4.5 Recipient will not identify the information contained in the Data Set; and
 - 4.6 Recipient will not contact the individuals who are the subject of the PHI contained in the Limited Data Set.

5. Term and Termination

- 5.1 The terms of this Agreement shall be effective as of (DATE) and shall remain in effect until all the Data Set provided to the Recipient is destroyed or returned to the Holder.

- 5.2 Upon the Holder's knowledge of a material breach of this Agreement by the Recipient, the Holder shall provide an opportunity for Recipient to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful within the reasonable time period specified by the Holder, the Holder shall discontinue permission to use the data to the Recipient and report the problem to the Secretary of the Department of Health and Human Services or its designee. The Holder shall immediately discontinue disclosure of the De-identified Data Set to the Recipient if the Holder determines cure of the breach is not possible.

6. General Provisions

- 6.1 Recipient and Holder understand and agree that individuals who are the subject of Protected Health Information are not intended to be third party beneficiaries of this Agreement.

- 6.2 This Agreement shall not be assigned by Recipient without the prior written consent of the Holder.

- 6.3 Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

[INSERT NAME OF HOLDER OF DATA]

Date: _____

By: _____
(Title person with authority to sign agreement for the holder of the data)

RECIPIENT

Date: _____

By: _____
(Title of recipient or person with authority to sign agreement for the recipient)