**DATA USE AGREEMENT**

This Data Use Agreement (the “Agreement”) is entered into by and between [COVERED ENTITY] and the Data Recipient (“Recipient”) named on Schedule 1 (attached hereto and incorporated herein by this reference) as of the Effective Date noted on Schedule 1.

WHEREAS, [COVERED ENTITY] is providing certain Protected Health Information (“PHI”) to Recipient in the form of a Limited Data Set for the purpose(s) identified in paragraphs 4 and 5 of Schedule 1; and

WHEREAS, [COVERED ENTITY] is required, pursuant to the Health Insurance Portability and Accountability Act and regulations promulgated thereunder (hereinafter, “HIPAA”), to obtain assurances from Recipient that Recipient will only use or disclose PHI as permitted herein; and

WHEREAS, the parties must enter into this Agreement prior to and as a condition of [COVERED ENTITY]’s release of the Limited Data Set to Recipient; and

WHEREAS, this Agreement is intended to satisfy the Date Use Agreement requirements of HIPAA and as a means for Recipient to provide the required assurances about use and disclosure.

NOW THEREFORE, the parties agree as follows:

1. Definitions. Each capitalized term used in this Agreement and not otherwise defined shall have the meaning given it in HIPAA.
2. Term. This Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 4 below.
3. Recipient’s Obligations. Pursuant to this Agreement, Recipient shall:
   1. Comply with all applicable federal and state laws and regulations relating to the maintenance of the PHI, the safeguarding of the confidentiality of the PHI, and the use and disclosure of the PHI.
   2. Use and disclose the PHI only for the purpose(s) identified in paragraph 4 and 5 of Schedule 1, as otherwise required by law, and for no other purpose.
   3. Use appropriate safeguards to prevent the use and disclosure of the PHI, other than for a use or disclosure expressly permitted by this Agreement.
   4. Immediately report to [COVERED ENTITY] any use or disclosure of the PHI other than as expressly allowed by this Agreement.
   5. Ensure that its employees and representatives comply with the terms and conditions of this Agreement, and ensure that its agents, Business Associates and subcontractors to whom Recipient provides the PHI agree to comply with the same restrictions and conditions that apply to Recipient hereunder.
   6. Not identify or attempt to identify the information contained in the Limited Data Set, nor contact any of the individuals whose information is contained in the Limited Data Set.
   7. Not request use, or disclose more PHI than the minimum amount necessary to allow Recipient to perform its functions pursuant to the purpose identified in Schedule 1.
   8. Indemnify, defend and hold [COVERED ENTITY] harmless from all costs and expenses (including attorney fees) that relate to a breach of Recipient's obligations.
4. Termination. In the event Recipient violates or breaches any material term or condition of this Agreement, [COVERED ENTITY] may terminate this Agreement and any disclosures of PHI pursuant hereto. [COVERED ENTITY] may terminate this Agreement without cause upon 30 days’ written notice. Upon termination, Recipient shall promptly return or destroy the Limited Data Set received from [COVERED ENTITY] in connection with the purpose identified on Schedule 1. If return or destruction of the Limited Data Set is not feasible, Recipient shall continue the protections for the Limited Data Set as required under this Agreement and applicable HIPAA privacy standards. If Recipient ceases to do business or otherwise terminates its relationship with [COVERED ENTITY], Recipient agrees to promptly return or destroy all information contained in the Limited Data Set received from [COVERED ENTITY] in a timely manner.
5. Governing Law and Venue. This Agreement shall be governed by the laws of [STATE]. Venue for any claim, action, or suit, whether state of federal, between Recipient and [COVERED ENTITY] shall be [COUNTY, STATE].

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

[COVERED ENTITY] Recipient

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Schedule 1**

1. Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Name of Person/Entity Releasing the Limited Data Set: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Name of Recipient of the Limited Data Set:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Purpose of Limited Data Set Disclosure:

□ Research Study

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

Principal Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IRB#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sponsor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

□ Public Health

□ Health Care Operations (i.e., Quality Improvement, teaching, accreditation, development of clinical guidelines.)

5. The recipient of the Limited Data Set listed in #3 is permitted to use and disclose the Limited Data Set for the following purpose(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_