

**DE-IDENTIFIED DATA USE AGREEMENT
(Drexel Sharing De-Identified Data)**

This De-Identified Data Use Agreement (“**Agreement**”) is entered into by and between _____ having a principal place of business at _____ (hereinafter “**Recipient**”) and Drexel University having a principal place of business at 3141 Chestnut Street, Philadelphia, PA 19104 (hereinafter “**Drexel**”). Recipient and Drexel shall herein be referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the United States Department of Health and Human Services (“DHHS”) promulgated, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), and their associated regulations, specifically, 45 CFR §§ 160, 162 and 164, *Standards for Privacy of Individually Identifiable Health Information, Final Rule* (the “Final Privacy Rule”)

WHEREAS, Drexel wishes to provide Recipient with access to certain data identified in Exhibit A and that has been de-identified in accordance with the requirements of 45 C.F.R. §164.514(b) (“**De-Identified Data Set**”), to Recipient and Recipient wishes to receive the De-Identified Data Set;

WHEREAS, the De-Identified Data Set is provided solely for purposes of conduct the research identified in Section 2 below (“**Research**”);

WHEREAS the potential relationship is of mutual interest and benefit to Drexel and to the Recipient and will further the Drexel’s instructional, research and public service objectives in a manner consistent with its status as an educational and research institution;

In consideration of the mutual covenants and obligations set forth herein the Parties, intending to be legally bound, agree as follows:

1. Term. This Agreement is effective as of the earlier of the last date of signature below or the date in which Material has been transferred to Recipient (“**Effective Date**”) and shall continue until the later of (i) one (1) year from the Effective Date or (ii) completion of the Research, or (ii) the date in which Recipient returns the De-Identified Data Set to Drexel. Drexel may immediately terminate this Agreement upon written notice at any time if Recipient breaches any terms, covenant or condition of this Agreement.
2. Purpose of Transfer. The De-Identified Data Set is being provided solely for use in the below referenced Research.

Protocol/Grant Number	Funding Entity	Research Study Title / Description of Research

*If the protocol is being developed, provide description of research.

The De-Identified Data Set shall be provided by _____ or his/her designee to _____.

3. Ownership and Limitation on Use. It is understood that any and all proprietary rights, including but not limited to patent rights, trademarks, and proprietary rights, in and to the De-Identified Data Set shall be and remain in Drexel, subject to the rights granted herein. Recipient shall only use the De-Identified Data Set as specifically permitted herein. No other right, license or authorization, express or implied, to use or disclose the De-Identified Data Set is granted and Recipient agrees to be so limited with respect to the De-Identified Data Set hereby received. Recipient shall have no rights in the De-Identified Data Set other than as provided in this Agreement, and at the request of Drexel, Recipient will return or destroy the De-Identified Data Set. The transfer and use of the De-Identified Data Set hereunder shall not obligate or entitle either party to enter into any further arrangements or agreements.

Recipient shall only transfer, use and store the De-Identified Data Set on facilities and systems owned and operated by Recipient. Recipient shall not distribute or release the De-Identified Data Set to any third party except its own employees under the Recipient's direct supervision. Recipient shall maintain the De-Identified Data Set in a secure manner and shall use the same degree of care, and in any event not less than reasonable care, to safeguard the confidentiality and security of the De-Identified Data Set that it uses to protect its own similar material. Recipient will ensure that no one will be permitted to obtain, transfer, use, or store the De-Identified Data Set to facilities not owned or operated by Recipient.

4. Transfer, Use and Storage of De-Identified Data Set.

Recipient shall not re-identify or take any steps to re-identify the patients whose health information is contained in the De-Identified Data Set (“**Patients**”). In the event De-Identified Data Set are re-identified, intentionally or inadvertently, Recipient shall promptly notify Drexel within two (2) business days and under no circumstances shall Recipient contact such Patients.

Recipient shall protect the De-Identified Data Set utilizing appropriate administrative, technical and physical safeguards during the transfer, use and storage of such De-Identified Data Set. Recipient shall promptly notify Drexel within two (2) business days of any breach in such administrative, technical and physical safeguards that have or may have compromised the security of the De-Identified Data Set.

5. Compliance. Recipient shall use the De-Identified Data Set in compliance with any and all applicable United States local, state, federal and international laws and regulations (and any amendments hereafter), including but not limited to the Health Insurance Portability and Accountability Act and its Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 and the EU Directive 95/46/EC (and the General Data Protection Regulation when promulgated).

Recipient acknowledges that the De-Identified Data Set may be controlled by the U.S. Department of Commerce Export Administration Regulations or other requirements of the U.S. Government regulating the export of the Material. Each such Party agrees that it shall neither attempt nor knowingly export or re-export Material to any country without obtaining written consent from Drexel and then if and once Drexel provides written consent, obtaining all necessary approvals as legally required.

6. Publications/Presentations. In the event of any publication or presentation of Recipient's work using the De-Identified Data Set or information supplied by Drexel, Recipient agrees to acknowledge Drexel and/or give credit to Drexel scientists, as scientifically appropriate, based on any contribution they may have made to the work.

7. DREXEL MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE DE-IDENTIFIED DATA SET WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS.

8. Liability. In no event shall Drexel be liable for any use by Recipient of the De-Identified Data Set. Recipient agrees to defend, indemnify, and hold harmless Drexel, its affiliates and their trustees, officers, employees, faculty, students, and agents from any loss, claim, injury, damage, expense or liability (including attorney's fees), of whatsoever kind or nature, which may arise from or in connection with this Agreement, including but not limited to Recipient's transfer, use, or storage of the De-Identified Data Set.

9. Assignment. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of Drexel.

10. Amendments. This Agreement may only be amended by a written instrument signed by authorized representatives of both Parties.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

12. Complete Agreement; Prior Agreements. This Agreement contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings, discussions, and agreements, whether oral or written, relating to the subject matter of this Agreement.

THEREFORE the Parties hereby agree to the terms and conditions of this Agreement by signing below.

Recipient

Drexel University

Name:
Title:
Date:

Name:
Title:
Date:

Exhibit A

[List or Describe the De-Identified Data Set to be Provided]