

Data Use Agreement

This **Data Use Agreement** ("the Agreement") is by and between _____ ("Covered Entity"), with its principal place of business at _____ and _____ ("User") and is effective as of _____ (the "Effective Date").

WHEREAS, Congress enacted the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which provides protection for confidential health information;

WHEREAS, the United States Department of Health and Human Services ("DHHS") promulgated, pursuant to HIPAA, a "Privacy Rule" governing confidential health information; "Privacy Rule" means the regulations promulgated by DHHS to implement the portions of HIPAA that concern the confidentiality of health information, as may be amended or otherwise changed from time to time. References to 45 CFR in this Agreement refer to sections within the Privacy Rule. At the date of this Agreement, these include 45 CFR §160 and §164, Subparts A and E;

WHEREAS, (Covered Entity) maintains certain information that User wishes to use and/or disclose for research, public health, or health care operations purposes permitted under 45 C.F.R. '164.514(e) of the Privacy Rule; and

WHEREAS, prior to releasing any confidential health information to User, the Privacy Rule requires (Covered Entity) to enter into an agreement under which User agrees to comply with the Privacy Rule.

NOW, THEREFORE, the parties, in consideration of the premises and the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

1. **Access to Data.** (Covered Entity) shall provide User with access to certain data (the "Limited Data Set") in accordance with the terms and conditions of this Agreement. Under no circumstances shall (Covered Entity) be required under this Agreement to provide the User with any information that does not qualify as part of a limited data set" under 45 C.F.R. '164.514(e).
2. **Authorized Parties.** The individuals identified in Exhibit A (the "Authorized Parties") are authorized to use the Limited Data Set or any part of it on behalf of User and agree to abide by the terms of this Agreement:
3. **Permitted Use.** User, and any Authorized Party on User's behalf, may use the Limited Data Set only for the purposes listed in Exhibit B (which shall be limited to research, public health activities, and health care operations as defined in the Privacy Rule):
4. **Conditions of Use.** User and each Authorized Party agree as follows:
 - a. Not to use or further disclose the Limited Data Set or any information contained therein other than as permitted by this Agreement or required by applicable law.
 - b. To use appropriate safeguards to prevent use or disclosure of the Limited Data Set or any information contained therein other than as provided for by this Agreement.
 - c. To report to the (Covered Entity) Privacy Officer, any use or disclosure of the Limited Data Set or

any part of it not provided for by this Agreement of which User or any Authorized Party becomes aware. The (Covered Entity) Privacy Officer can be contacted at the following address:

Insert Privacy Officer Address Here

- d. To ensure that any agents, including subcontractors, to whom User or an Authorized Party provides the Limited Data Set or any part of it to agree to the same restrictions and conditions that apply to the User and Authorized Parties under this Agreement.
 - e. Not to use the information contained in the Limited Data Set to identify the individuals whose information is contained in the Limited Data Set, nor to contact them under any circumstances.
 - f. Promptly following the end of the permitted use (as defined in Section 3 above), to return all copies of the Limited Data Set to (Covered Entity) or destroy them and certify to the destruction; or, if User represents and (Covered Entity) agrees that neither return nor destruction is feasible, to continue to extend the protections of this Agreement to the Limited Data Set.
5. **Reliance.** User and each Authorized Party acknowledge and agree that (Covered Entity) has relied upon the promises and covenants made in this Agreement and in disclosing the Limited Data Set hereunder.
6. **Relief.** User and each Authorized Party agree that the breach or threatened breach of this Agreement may cause irreparable harm to (Covered Entity) and/or individuals, that (Covered Entity) may not have an adequate remedy at law, and that (Covered Entity) shall therefore be entitled to injunctive or other equitable relief to enforce this Agreement without obligation to post a bond. In the event (Covered Entity) becomes aware of any use of the Limited Data Set or any part of it that is not authorized under this Agreement or required by applicable law, (Covered Entity) may (i) terminate this Agreement upon notice; (ii) disqualify (in whole or in part) the User and/or any Authorized Parties from receiving protected health information in the future; and/or (iii) report the inappropriate use or disclosure to the Secretary of the Department of Health and Human Services. Further sanctions may apply to the User and/or Authorized Parties under 45 C.F.R. parts 160 and 164.
7. **Obligations Following Termination.** Upon expiration or termination of this Agreement for any reason, User and all Authorized Parties shall no longer be entitled to receive or use information contained in the Limited Data Set.
8. **Expiration of Agreement.** Except as otherwise provided in Section 4.f. above, this Agreement shall expire thirty days following satisfaction of the requirements of Section 4.f. above.
9. **Construction and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Each of the parties hereto submits to the exclusive jurisdiction of the state and/or federal courts located

within the Commonwealth of Pennsylvania, Philadelphia County for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder.

10. **No Assignment**. This Agreement may not be assigned by User or any Authorized Party without the prior written consent of Drexel.

WHEREFORE, the parties, through their authorized representatives, hereby accept and agree to the terms and conditions of this Agreement.

(Covered Entity)

(Name of User)

By: _____

By: _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Exhibit A
Authorized Parties.

The individuals identified below (the “Authorized Parties”) are authorized to use the Limited Data Set or any part of it on behalf of User in accordance with the terms of this Agreement:

Name: _____ Signature: _____

Name: _____ Signature: _____.

Name: _____ Signature: _____

Name: _____ Signature: _____.

Name: _____ Signature: _____

Name: _____ Signature: _____.

Exhibit B
Permitted Use

User, and any Authorized Party on User's behalf, may use the Limited Data Set only for the purposes set forth below (which shall be limited to research, public health activities, and health care operations as defined in the Privacy Rule):