**Data Use Agreement**

This Data Use Agreement ("the Agreement") is by and between Emory University, the custodian of the data (“Source”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (‘User”) on behalf of its employee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the investigator/data recipient (“Investigator”) and is effective as of \_\_\_\_\_\_, \_\_\_\_\_2009 (the "Effective Date"). “Parties” means Source and User. “Party” means Source or User.

**Background**

The User wishes to use certain information for research purposes pursuant to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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.**   The Source shall provide User with access to the data described below in accordance with the terms and conditions of this Agreement.
2. **Description of Data Set** Following is a complete description for the Data Set to be given by the Source to the User:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Authorized Parties.**   The Investigator, together with the following additional employees of User (the "Authorized Parties") are each authorized to use the Data or any part of it on behalf of User and agree to abide by the terms of this Agreement:

Names:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

1. **Permitted Use.**   User, and any Authorized Party on User's behalf, may use the Data only for the following research purposes:

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

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

**Conditions of Use.**   User agrees as follows:

|  |  |
| --- | --- |
| a. | Not to use or further disclose the Data or any information contained therein other than as permitted by this Agreement or required by applicable law. User may not disclose the Data in any manner that would violate the requirements of HIPAA. Additionally, User shall not, without the prior written consent of Source, disclose the Data on the basis that such disclosure is required by law without notifying the Source so that there shall be an opportunity to object to the disclosure and to seek appropriate relief. |
| b. | To use appropriate safeguards to prevent use or disclosure of the Data or any information contained therein other than as provided for by this Agreement. |
| c. | To report to Source any use or disclosure of the Data or any part of it not provided for by this Agreement of which User or any Authorized Party becomes aware. |
| d. | To ensure that any agents, including subcontractors and Authorized Parties, to whom User provides the Data or any part of it to are bound by the terms of this Agreement or agree in writing to the same restrictions and conditions that apply to the User under this Agreement. |
| d. | Not to use the information contained in the Data to identify the individuals whose information is contained in the Data Set, nor to contact them under any circumstances. |
| f. | Promptly following the end of the permitted use (as defined in Section 4 above) or upon termination of this agreement, to return all copies of the Data to Source or destroy them and certify to the destruction; or, if User represents and Source agrees that neither return nor destruction is feasible, to continue to extend the protections of this Agreement to the Data. |

1. **Reliance.**   User acknowledges and agrees that Source has relied upon the promises and covenants made in this Agreement and in disclosing the Data hereunder.
2. **Relief.**   User agrees that the breach or threatened breach of this Agreement may cause irreparable harm to Source and/or individuals, that Source may not have an adequate remedy at law, and that Source shall therefore be entitled to injunctive or other equitable relief to enforce this Agreement without obligation to post a bond. In the event Source becomes aware of any use of the Data or any part of it that is not authorized under this Agreement or required by applicable law, Source 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.
3. **Obligations Following Termination**   Upon expiration or termination of this Agreement for any reason, User shall no longer be entitled to receive or use information contained in the Data.
4. **Termination and Expiration of Agreement.**   Except as otherwise provided in Section 5.f. above, this Agreement shall expire thirty days following satisfaction of the requirements of Section 5.f. above. **Additionally, either Party may terminate this agreement upon 10 days written notice to the other Party.**
5. **No Assignment.**   This Agreement may not be assigned by User without the prior written consent of Source.
6. **Amendments.**   This Agreement may not be amended except by a written amendment executed by both Parties.
7. **Indemnification.**   User shall indemnify, hold harmless and defend Source from and against any and all claims, losses, liabilities, costs and other expense resulting from, or relating to, the acts or omissions of User in connection with the representations, duties and obligations of User under this agreement. The Parties' respective rights and obligations under this section shall survive termination of the Agreement.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Authorized Representatives** | | | |
| **“Source”** | | **“User”** | |
| Last Name |  | Last Name |  |
| First Name, MI |  | First Name, MI |  |
| Title |  | Title |  |
| Department Name |  | Department Name |  |
| Institution Name |  | Institution Name |  |
| Work Phone |  | Work Phone |  |
|  |  |  |  |
|  |  |  |  |
| Signature |  | Signature |  |
| Date: |  | Date: |  |

READ AND ACKNOWLEDGED

INVESTIGATOR

Signature:

Name:

Date:

AUTHORIZED PARTIES (per Section 3 above)

Signature:

Name:

Date:

Signature:

Name:

Date: