**DATA USE AGREEMENT FOR LIMITED DATA SETS**

This Data Use Agreement for Limited Data Sets (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 by and between UPMC through its Office of Sponsored Programs and Research Support (OSPARS) (“UPMC”) and \_\_\_\_\_\_\_\_\_\_\_\_(“Recipient”).

WHEREAS, 45 CFR 164, Subpart E (titled “Standards for Privacy of Individually Identifiable Health Information” and herein referred to as the “HIPAA Privacy Rule”) allows UPMC to make available for the purposes of research, public health or health care operations a limited data set to Recipient, provided that Recipient agrees to be bound by the terms of this Agreement; and

WHEREAS, Recipient desires for UPMC to make available the limited data set as described below and agrees to be bound by the terms and conditions of this Agreement; and

WHEREAS, UPMC agrees to make available such limited data set, provided that Recipient agrees to abide by the terms and conditions of this Agreement as well as applicable IRB requirements.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

A. DEFINITIONS

For the purposes of this Agreement, terms used herein shall have the same definition as set forth in the HIPAA Privacy Rule.

B. DATA TO BE PROVIDED BY UPMC

The limited data set provided pursuant to this Agreement contains data acquired from *[INVESTIGATOR - SPECIFY THE UPMC LOCATION AND SOURCE INFORMATION SYSTEM/REPOSITORY*]

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

and related to [*INVESTIGATOR - IDENTIFY THE SPECIFIC NATURE OF THE DATA AND THE SPECIFIC DATA ELEMENTS BEING REQUESTED.*]

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Such data shall be limited to data that is the Minimum Necessary to reasonably accomplish the Authorized Purposes identified in Section (C)(1) of this Agreement.

For the purpose of this Agreement and consistent with the HIPAA Privacy Rule, “Minimum Necessary” is defined as that protected health information that is *“reasonably necessary to achieve the purpose of the disclosure”* and is disclosed to only *“Those persons or classes of persons, as appropriate, in its workforce who need access to protected health information to carry out their duties.”*

Consistent with the HIPAA Privacy Rule, in no case will the limited data set include any of the following identifiers:

1. Names

2. Postal address information (other than town or city, state and zip code)

3. Telephone numbers

4. Fax numbers

5. E-mail addresses

6. Social security numbers

7. Medical record numbers

8. Health plan beneficiary numbers

9. Account numbers

10. Certificate/license numbers

11. Vehicle identifiers & serial numbers, including license plate numbers

12. Device identifiers & serial numbers

13. Web Universal Resource Locators (URL’s)

14. Internet Protocol (IP) address numbers

15. Biometric identifiers, including finger and voice prints

16. Full face photographic images and any comparable images

C. PERMITTED USES AND DISCLOSURES

1. Recipient agrees to limit the use and disclosure of the limited data set to the following purposes (“Authorized Purposes”): [*INVESTIGATOR -* SPECIFY *THE GENERAL PURPOSE(S) OF THE PROPOSED RESEARCH.*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. The Recipient shall allow only the following individuals access to the limited data set for the Authorized Purposes and consistent with the assurances and obligations set forth in this Agreement: [*INVESTIGATOR* - *ADD LIST OF AUTHORIZED INDIVIDUALS WHO WILL HAVE ACCESS TO THE LIMITED DATA SET*]. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Recipient acknowledges that such individuals have a need to access the limited data set to carry out their duties.

D. ASSURANCES

1. Recipient shall not use or further disclose the limited data set other than as permitted by this Agreement or as otherwise required by law.

2. Recipient shall use appropriate safeguards to prevent use or disclosure of the limited data set other than as permitted by this Agreement.

3. Recipient shall report to the UPMC Privacy Officer any use or disclosure of the limited data set not provided for by this Agreement of which Recipient becomes aware.

4. Recipient shall ensure that any specified agents (see C.2., above), including a subcontractor, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to the limited data set Recipient with respect to such information.

5. Recipient shall not re-identify the information or contact the individuals for whose records are contained within the limited data set.

E. BREACH AND TERMINATION

1. In the event that this Agreement is breached by Recipient, UPMC, at its sole discretion, may a) terminate this Agreement upon written notice to Recipient or b) request that Recipient, to the satisfaction of UPMC, take appropriate steps to cure such breach. If Recipient fails to cure such breach to the satisfaction of UPMC or in the time prescribed by UPMC, UPMC may terminate this Agreement upon written notice to Recipient.
2. Should this Agreement be terminated for any reason, including, but not limited to Recipient’s decision to cease use of the limited data set data, Recipient agrees to destroy or return all limited data set data provided pursuant to this Agreement (including copies or derivative versions thereof).

F. MISCELLANEOUS

1. Notices Any notice permitted or required as provided for herein shall be in writing and to the contact and address as noted below or as may be provided by either party to the other in writing from time to time.

Notice to UPMC shall be to:

UPMC OSPARS

600 Grant Street, 58th Floor

UST 01-58-01

Pittsburgh, PA 15219

Tel: 412.647.4661

Fax: 412.647.6766

OSPARS@upmc.edu

Notice to Recipient shall be to:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

**UPMC Recipient**

Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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