**DATA USE AGREEMENT**

**For use with a Limited Data Set**

Note to Drafter of this DUA: delete afterwards:

This is drafted for PROVIDER outgoing data - For incoming data you will need to reverse the roles

This Data Use Agreement (“Agreement”) is made and entered into as of this [INSERT DATE] (the “Effective Date”), by the University of Vermont and State Agricultural College (hereafter “PROVIDER”), employer of [INSERT PROVIDER PI NAME], (hereafter “PROVIDER Investigator”) and [INSERT RECIPEINT INSTITUTION NAME] (hereafter “RECIPIENT”), on behalf of its employee [INSERT RECIPEINT PI NAME], (hereafter “RECIPIENT Scientist”). PROVIDER and RECIPIENT hereafter referred individually as a (“Party”) or together as the (“Parties”).

**RECITALS**

**WHEREAS**, PROVIDER Investigator contemplates providing RECIPIENT Scientist a Limited Data Set (“Data Set”) in support of conducting a research study.

**WHEREAS**, it is the intent of both Parties to fully comply with HIPAA, and other state and federal laws related to confidentiality and information security;

**THEREFORE**, in consideration of the foregoing recitals the Parties agree as follows:

1. **SCOPE AND PURPOSE**
2. This Agreement sets forth the terms and conditions pursuant to which PROVIDER may disclose a Limited Data Set to RECIPIENT for the purpose of conducting the Study (“Study”) as summarized below:

Instructions to the Drafter of this DUA; delete instructions after completion of this section:

This section of the agreement should provide sufficient information such that each Party understands the project that the RECIPIENT will perform using the Limited Data Set. Content of this section will be very similar to a short version of a Statement of Work used in other types of Agreements. Examples of information that should be provided include:

* + - Objective or purpose of the RECIPIENT’s work
    - A general description of the actions to be performed by the RECIPIENT using the Data and possibly the anticipated results

2. The Limited Data Set will include:

Instructions to the Drafter of this DUA; delete instructions after completion of this section:

This section of the Agreement should provide sufficient information that both Parties understand the Data Set being provided under this Agreement. Examples of information that should be provided include:

* Whether the data is obtained from human subjects and, if so, a description of the population included in the data.
* Name of the Project that the data was obtained under.
* If the data was generated by a sponsored project that needs to be acknowledged/cited as the source of the data, this information should be included.

3. In accordance with Section 164.514(e) (2) of the HIPAA Privacy Rule, the Limited Data Set shall exclude the following direct identifiers of the individual or of relatives, employers, or household members of the individual:

* 1. Names;
  2. Postal address information, other than town or city, State, and zip code;
  3. Telephone numbers;
  4. Fax numbers;
  5. Electronic 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 and serial numbers, including license plate numbers;
  12. Device identifiers and serial numbers;
  13. Web Universal Resource Locators (URLs);
  14. Internet Protocol (IP) address numbers;
  15. Biometric identifiers, including finger and voice prints; and
  16. Full face photographic images and any comparable images.

If the Limited Data Set being provided is coded, the PROVIDER will not release, and the RECIPIENT will not request, the key to the code.

4. Transferring the Limited Data Set:

1. PROVIDER shall transmit the Data Set to the RECIPIENT Scientist following best practices: (select one) electronically or by mail.
2. Upon execution of this Agreement, PROVIDER Investigator or RECIPIENT Scientist shall provide any specific instructions necessary to complete the transfer of the Data Set.

**B. RECIPIENT OBLIGATIONS**

1. RECIPIENT will not use the Data Set, either alone or in concert with any other information, to make any effort to identify or contact individuals who are or may be the sources of the Data Set without specific written approval from PROVIDER and appropriate Institutional Review Board approval, if required pursuant to 45 CFR 46.

2. Should RECIPIENT inadvertently receive identifiable information or otherwise identify a subject, RECIPIENT shall promptly notify PROVIDER and follow PROVIDER’s reasonable written instructions, which may include return or destruction of the identifiable information.

3. RECIPIENT shall use the Data Set to conduct the Study and solely by RECIPIENT Scientist and other RECIPIENT faculty, employees, fellows, students, and agents (“RECIPIENT Personnel”) that have a need to use the Data Set in connection with the Study and whose obligations of use are consistent with the terms of this Agreement. RECIPIENT shall not use the Data Set for any other purpose, without the prior written approval of PROVIDER.

1. RECIPIENT shall implement appropriate technical and administrative safeguards to prevent the use or disclosure of the Data Set for purposes other than as provided for by this Agreement.
2. RECIPIENT agrees to retain control over the Data Set and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data Set to any third Party, without the prior written consent of PROVIDER. If approved, RECIPIENT will ensure the third Party agrees to the same restrictions and conditions that apply through this Agreement to the RECIPIENT with respect to such information.
3. RECIPIENT shall promptly report to PROVIDER any use or disclosure of the Data Set that is not allowed for under this Agreement of which it becomes aware.
4. Upon request, RECIPIENT will provide PROVIDER access to any resulting Data Set. PROVIDER may use the Data Set for research purposes.
5. **PUBLICATIONS/PUBLICITY**

1. The Parties agree dissemination of Project findings, by publication or otherwise is a valuable objective of the Project. Joint publications are encouraged with authorship of such publications decided according to commonly accepted conventions for scientific publications.

2. RECIPIENT shall provide the PROVIDER Investigator access to, either electronically or in paper form, a copy of every publication of material based on or developed under this agreement.

3. Neither Party shall use the other Party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party.

4. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement without written permission from the other Party provided that any such statement shall not in any manner imply endorsement by the other Party whose name is being used.

1. **MISCELLANEOUS**
2. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the Parties, written, oral or implied, the terms of this Agreement shall govern.
3. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages, which may arise from its use, storage, disclosure, or disposal of the Data Set. PROVIDER will not be liable to the RECIPIENT for any loss, claim, or demand made by the RECIPIENT, or made against the RECIPIENT by any other Party, due to or arising from the use of the Data Set by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of PROVIDER. No indemnification for any loss, claim, damage, or liability is intended or provided by either Party under this Agreement.
4. **TERM and TERMINATION**
5. The term of this Agreement shall be for [INSERT time period, normally 1- 3 years] beginning on the Effective Date first written above, and shall terminate on, or when the Data Set has been destroyed by RECIPIENT and PROVIDER has been notified, whichever occurs first. On termination or expiration, the RECIPIENT will cease to use any Data received under this Agreement.
6. Agreement to protect the Data Set shall survive termination of this Agreement.
7. In the event that RECIPIENT breaches this Agreement, PROVIDER, in its sole discretion, may: i) terminate this Agreement upon written notice to RECIPIENT; or ii) request that RECIPIENT, to the satisfaction of PROVIDER, take appropriate steps to cure such breach. If RECIPIENT fails to cure such breach to PROVIDER’s satisfaction in the time prescribed by PROVIDER, PROVIDER may terminate this Agreement immediately, upon written notice to RECIPIENT.
8. **NOTICES**
9. Any notice permitted or required by this Agreement shall be in writing and sent to the contact address as noted below or as may be provided by either Party to the other in writing from time to time.

PROVIDER Investigator:

[INSERT PROVIDER PI ADDRESS, PH, EMAIL]

Copy to PROVIDER Administrative Office:

Director, Sponsored Project Administration

217 Waterman Building

85 South Prospect Street

Burlington, Vermont 05405-0160

Ph: (802) 656-3360

Email: spa@uvm.edu

RECIPIENT Scientist:

[INSERT RECIPIENT PI ADDRESS, PH, EMAIL]

Copy to RECIPIENT Administrative office:

[INSERT RECIPIENT Admin ADDRESS, PH, EMAIL]

IN WITNESS WHEREOF, the Parties have enter into this Agreement as of the Effective Date set forth above.

**PROVIDER: THE UNIVERSITY OF VERMONT RECIPIENT:** [INSERT RECIPEINT INSTITUTION NAME]

Signed: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Signed: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name: Brian Prindle Name:

Title: Executive Director, Research Title: Administration

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

**Investigator/Scientist Acknowledgement;**

I have read and understand my obligations pursuant to the above agreement.

PROVIDER Investigator Signature: Date:

[INSERT PROVIDER PI NAME]

RECIPIENT Scientist Signature: Date:

[INSERT RECIPIENT SCIENTITST NAME]