

**OKLAHOMA STATE UNIVERSITY  
CENTER FOR HEALTH SCIENCES**

**DATA USE AGREEMENT FOR LIMITED DATA SETS**

*[This template Agreement is to be filled in by the investigator and presented to the IRB of Record as part of the Study Protocol **Submission to the IRB**. The IRB of Record will forward a copy of this Agreement to a Oklahoma State University Center for Health Sciences Representative for approval. The Honest Broker must be presented with a copy of the fully executed Agreement (to include final approval from Oklahoma State University Center for Health Sciences) in order for the Honest Broker to access Oklahoma State University Center for Health Sciences data for the purpose of the corresponding research study].*

This Data Use Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between the Oklahoma State University Center for Health Sciences ("OSU-CHS") and \_\_\_\_\_ ("Recipient").

WITNESSETH:

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 OSU-CHS 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 OSU-CHS to make available the Limited Data Set as described below and agrees to be bound by the terms and conditions of this Agreement to ensure the parties' compliance with the HIPAA Privacy Rule; and

WHEREAS, OSU-CHS 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 OSU-CHS policies and IRB requirements to ensure the integrity and confidentiality of the Limited Data Set to be disclosed to or made available to Recipient;

NOW, THEREFORE, in consideration of their mutual promises set forth below, the parties agree as follows:

A. DEFINITIONS

For the purposes of this Agreement, terms used but not otherwise defined in this Agreement shall have the same definition as set forth in the HIPAA Privacy Rule.

B. DATA TO BE PROVIDED

The Limited Data Set provided by OSU-CHS to Recipient pursuant to this Agreement contains data acquired from [*name, location, and/or source system*] and related to [*identify the type of data and/or data fields*]. 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”): [*Add list of purposes, including a brief description of the research and/or the OSU-CHS protocol number when the purpose of the use or disclosure of the Limited Data Set is research-related*]
2. Recipient shall allow only the following individuals, or classes of individuals, access to the Limited Data Set for the Authorized Purpose and consistent with the assurances and obligations set forth in this Agreement: [*add list of authorized individuals or classes of individuals who may access and use the Limited Data Set*].
3. Recipient acknowledges that the individuals listed above have a need to access the Limited Data Set data 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 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 OSU-CHS Privacy Officer any use or disclosure of the Limited Data Set not provided for by this Agreement of which Recipient becomes aware, within ten (10) days of its discovery.
4. Recipient shall ensure that any agent, including a subcontractor, to whom it provides the Limited Data Set agrees to the same restrictions and conditions that apply through this Agreement to the Recipient with respect to such information.
5. Recipient shall not identify or re-identify the information or contact the individuals whose records are contained within the Limited Data Set.
6. Recipient shall indemnify, defend and hold harmless OSU-CHS, its affiliated entities, and their respective trustees, officers, directors, employees and agents (excluding Recipient) from and against any claim, cause of action, liability, damage, expense or cost including, without limitation, reasonable attorneys' fees arising out of or in connection with any unauthorized or prohibited use or disclosure of the Limited Data Set or any other breach of this Agreement by Recipient or any entity under Recipient's control. In the event there are any other written agreements between the parties, the terms of this Agreement shall govern. No provision of any other agreement limiting the liability of Recipient to OSU-CHS shall apply to any breach of any covenant in this Agreement by Recipient.

E. TERM AND TERMINATION

1. The term of this Agreement begins on the date first written above and continues until all of the Limited Data Set provided by OSU-CHS to Recipient under this Agreement is either destroyed or returned to OSU-CHS.
2. In the event this Agreement is breached by Recipient, OSU-CHS, at its sole discretion, may a) terminate this Agreement upon written notice to Recipient or b) request that Recipient, to the satisfaction of OSU-CHS, take appropriate steps to cure such breach. If Recipient fails to cure such breach to the satisfaction of OSU-CHS or in the time prescribed by OSU-CHS, OSU-CHS may terminate this Agreement upon written notice to Recipient. In addition, OSU-CHS HIPAA Compliance Sanctions Policy.
3. 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). The Assurances made by Recipient in Section D of this Agreement shall survive termination of the Agreement.

F. MISCELLANEOUS

1. The parties agree to take such action as is necessary to amend this Agreement from time to time as needed for OSU-CHS to comply with the requirements of the HIPAA Privacy Rule. Any ambiguity in the Agreement shall be resolved to permit OSU-CHS to comply with the HIPAA Privacy Rule.

2. There are no intended third party beneficiaries of this Agreement. Without in any respect limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement gives rise to any right or cause of action, contractual or otherwise, in or on behalf of the individuals whose Protected Health Information is used or disclosed pursuant to this Agreement.
3. 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 OSU-CHS shall be to:

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

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

\_\_\_\_\_

Notice to Recipient shall be to:

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

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

\_\_\_\_\_

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

**Oklahoma State University  
Center for Health Sciences**

**Recipient**

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

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

Title: Associate Dean for Research

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

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

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