

DATA USE AGREEMENT BETWEEN THE UNIVERSITY OF ARIZONA BIOREPOSITORY AND INSTITUTIONS PROVIDING A LIMITED DATA SET AND LIMITED DATA SET RECIPIENTS

This Data Use Agreement (“Agreement”) is designed to permit the use of a Limited Data Set for research pursuant to the Standards for Privacy of Individually Identifiable Health Information, (Privacy Rule) 45 CFR Parts 160 and 164. All terms used in this agreement are as defined in the Privacy Rule.

This Agreement is made and entered into as of this day of _____, 20____ by and between The Board of Trustees of the University of Arizona, which operates the Biorepository and _____ (“Data Recipient”).

1. This Agreement sets forth the terms and conditions pursuant to which the Covered Entities will Disclose certain medical records and information to the Data Recipient. PHI may include associated histopathologic, demographic, and clinical data that have been rendered a Limited Data set in compliance with 45 CFR 164.514(e) (1).
2. Except as otherwise specified herein, the Data Recipient may make Uses and Disclosures of the Limited Data Set consistent with the purpose of the research as described within their research application to the Biorepository.
3. The individuals, or classes of individuals, who are permitted to Use or receive the Limited Data Set include the Data Recipient and other researchers or individuals directly involved with the research project described within their research application to the Biorepository.
4. The Data Recipient agrees to not Use or Disclose the Limited Data Set for any purpose other than the Research Project or as Required by Law.
5. The Data Recipient agrees to use appropriate safeguards to prevent Use or Disclosure of the Limited Data Set other than as provided for by this Agreement.
6. The Data Recipient agrees to report to the Covered Entities any Use or Disclosure of the Limited Data Set not provided for by this Agreement, of which it becomes aware, including without limitation, any Disclosure of PHI to an unauthorized subcontractor.
7. The Data Recipient agrees to 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 Data Recipient with respect to such information.
8. The Data Recipient agrees not to attempt to identify or contact the individual(s) to whom the Limited Data Set applies.



9. This agreement may be terminated by the Covered Entities upon five (5) days written notice to the Data Recipient if the Data Recipient materially breaches any provision contained in this Agreement and such breach is not cured within the five (5) day period. The Data Recipient acknowledges that if efforts to cure the breach are unsuccessful, the Covered Entities may discontinue disclosure of Protected Health Information and report the problem to the appropriate legal entities.

10. The terms of this agreement can be changed only by written modification signed by both parties.

DATA RECIPIENT

Name of Principal Investigator & Title:

_____ Date

Authorized Signature & Date:

