

YALE UNIVERSITY

DATA USE AGREEMENT
FOR YALE INTERNAL RESEARCH USES
Of Data Obtained From: _____

Yale's HIPAA Policies require that researchers wishing to make use of a limited data set agree to protect the privacy of the health information as described in Yale policy 5039: "Use and Disclosure of De-Identified Information and of Limited Data." This Data Use Agreement serves to define the responsibilities of investigators and to document their agreement to abide by these terms.

Limited Data Set. The following Protected Health Information may be used by Data User(s): [***Describe the data to be shared***---the "**Limited Data Set.**"] Such Limited Data Set shall **not** contain any of the following identifiers of the individual who is the subject of the Protected Health Information, or of relatives, employers or household members of the individual: names; postal address information, other than town or city, State, and zip code; telephone numbers; fax numbers; electronic mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images. The Limited Data Set was obtained from: [**Indicate if data set collected by Data Users or from another Yale source**]

1. **Obligations of Data User.**

- a. *Performance of Activities.* Data User may use and disclose the Limited Data Set only in connection with the performance of the research activities described in the Human Investigation Committee (HIC) approved protocol number _____ (the "Activities").
- b. *Permitted Access to Limited Data Set.* Data User shall limit the use or receipt of the Limited Data Set to the individuals listed on the HIC approved protocol who need the Limited Data Set for the performance of the Activities.
- c. *Nondisclosure Except As Provided In Agreement.* Data User shall not use or further disclose the Limited Data Set except as permitted or required by this Agreement and as described in an HIC approved protocol. Access to the Limited Data Set by members of the research team who are not affiliated with Yale requires the execution of a separate Data Use Agreement between and Yale and the external researcher.
- d. *Identification of Individual.* Data User may not use the Limited Data Set to identify or contact any individual who is the subject of the PHI from which the Limited Data Set was created.
- e. *Disclosures Required By Law.* Data User shall not, without the prior written consent of the HIPAA Privacy Office, disclose the Limited Data Set on the basis that such disclosure is required by law without notifying the Privacy Office so that Yale shall have an opportunity to object to the disclosure and to seek appropriate relief. If Yale objects to such disclosure, Data User shall refrain from disclosing the Limited Data Set until Yale has exhausted all reasonably available alternatives for relief.
- f. *Safeguards.* Data User shall use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided by this Agreement.

g. *Reporting.* Data User shall report to the HIPAA Privacy Office twenty-four (24) hours of Data User becoming aware of any use or disclosure of the Limited Data Set in violation of this Agreement or applicable law.

h. *Knowledge of Non-Compliance.* Any non-compliance by Data User with this Agreement or with HIPAA or the HIPAA Regulations automatically will be considered a breach or violation of a material term of this Agreement if Data User knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

**ASSURANCE OF COMPLIANCE WITH
DATA USE AGREEMENT**

The following individuals are authorized to receive and use the Limited Data Set described in the Data Use Agreement for the purposes described in the Data Use Agreement.

By signing below, we acknowledge and agree to abide by the restrictions on our use and disclosure of the Limited Data Set in accordance with the Data Use Agreement.

Name: _____ Name: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name: _____ Name: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name: _____ Name: _____

Signature: _____ Signature: _____

Date: _____ Date: _____