

**DOCUMENT 38:
THE REGENTS OF THE UNIVERSITY OF MICHIGAN**

Data Use Agreement

This data use agreement (the "Agreement") is by and between The Regents of the University of Michigan ("The Regents"), a Michigan constitutional corporation with its principal place of business in Ann Arbor, Michigan, on behalf of the University of Michigan Health System, and [enter legal name of other party], a [enter place of organization and type of entity (e.g., "Michigan non-profit corporation" or "Delaware corporation" or "Pennsylvania limited partnership")] with its principal place of business in [enter city and state] ("User") and is effective as of [enter the effective date] (the "Effective Date").

WHEREAS, The Regents maintains certain information that User wishes to use and/or disclose for research, public health, or health care operations purposes permitted under 45 C.F.R. § 164.514(e):

NOW, THEREFORE, the parties, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

1. The Regents shall provide User with access to certain data (the "Limited Data Set") in accordance with the terms and conditions of this Agreement. Under no circumstances shall The Regents be required under this Agreement to provide the User with any information that does not qualify as part of a "limited data set" under 45 C.F.R. § 164.514(e).
2. The following individuals (the "Authorized Parties") are authorized to use the Limited Data Set or any part of it on behalf of User and agree to abide by the terms of this Agreement:

Name: Signature: _____

Name: Signature: _____

Use an attachment to list any additional individuals. The attachment must be signed by authorized representatives of User and The Regents.

3. User, and any Authorized Party on User's behalf, may use the Limited Data Set only for the following purposes:

[Describe purposes of disclosure of limited data set to other party.]

4. User and each Authorized Party agrees as follows:

- Not to use or further disclose the Limited Data Set or any information contained therein other than as permitted by this Agreement or required by applicable law.
- To use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement.
- To report to The Regents, through the Health System Privacy Officer, any use or disclosure of the Limited Data Set or any part of it not provided for by this Agreement of which User or any Authorized Party becomes aware.
- To ensure that any agents, including subcontractors, to whom User or an Authorized Party provides the Limited Data Set or any part of it to agree to the same restrictions and conditions that apply to the User and Authorized Parties under this Agreement.
- Not to use the information contained in the Limited Data Set to identify the individuals whose information is contained in the Limited Data Set, nor to contact them under any circumstances.

5. In the event The Regents becomes aware of any use of the Limited Data Set or any part of it that is not authorized under this Agreement or required by applicable law, The Regents may (i) terminate this Agreement upon notice; (ii) disqualify (in whole or in part) the User and/or any Authorized Parties from receiving protected health information in the future; and/or (iii) report the inappropriate use or disclosure to the Secretary of the Department of Health and Human Services. Further sanctions may apply to the User and/or Authorized Parties under 45 C.F.R. parts 160 and 164.

WHEREFORE, the parties, through their authorized representatives, hereby accept and agree to the terms and conditions of this Agreement.

THE REGENTS

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

USER

Signature: _____

Name (Printed): _____

Title: _____

Date: _____