PhysioNet Clinical Database Restricted Data Use Agreement

Version 1.3.0

The contents of the PhysioNet Clinical Databases are derived from original data that contained protected health information (PHI), as defined by HIPAA. The providers of the data have given scrupulous attention to the task of locating and removing all PHI, so that the remaining data can be considered de-identified and therefore not subject to the HIPAA Privacy Rule restrictions on sharing PHI. Nevertheless, because of the richness and detail of the databases, they will be released only to legitimate researchers under the terms and conditions described on this page.

If you agree to all of these terms and conditions, access to restricted information within the PhysioNet Clinical Databases may be granted to you as an individual. Your colleagues may obtain access to these data as individuals via the same procedure you are following.

If I am granted access to the PhysioNet Clinical Databases, I agree to the terms and conditions below:

- I will not attempt to identify any individual referenced in restricted data from PhysioNet.
- 2. I will exercise all reasonable and prudent care to avoid disclosure of the identity of any individual referenced in restricted data from PhysioNet in any publication or other communication.
- 3. I will not share access to restricted data from PhysioNet with anyone else.
- 4. I will exercise all reasonable and prudent care to maintain the physical and electronic security of restricted data from PhysioNet.
- 5. If I find information within restricted data from PhysioNet that I believe might permit identification of any individual or institution, I will report the location of this information promptly by email to PHI-report@physionet.org, citing the location of the specific information in question so that it can be investigated and removed if necessary.
- 6. I have requested access to restricted data from PhysioNet for the sole purpose of lawful use in scientific research, and I will use my privilege of access, if it is granted, for this purpose and no other.
- 7. I have completed a training program in human research subject protections and HIPAA regulations, and I am submitting proof of having done so.

- 8. I will indicate the general purpose for which I intend to use the database in my application.
- 9. If I openly disseminate my results, I will also contribute the code used to produce those results to a defined PhysioNet repository (physionet.org/physiotools/repository/) that is open to the research community.
- 10. This agreement may be terminated by either party at any time, but my obligations with respect to restricted data from PhysioNet shall continue after termination.