# Stanford Data Use Agreement

This agreement is between the Stanford OWNER OR LAB WHO OWNS DATA (ABBREVIATION FOR LAB) and the User who has attested to reading and abiding by the terms in this agreement. By clicking “Attest” on our data portal, you acknowledge that you have downloaded, read and agree to the terms in this Data Use Agreement (“Agreement”). The purpose of this Agreement is to provide you with access to STANFORD LAB NAME Data for use in research and quality improvement projects in accord with Stanford University, Population Health Sciences and the Stanford Administrative Panels on Human Subjects Research (IRB) requirements. If you receive STANFORD LAB NAME data, you agree to:

Definitions

* 1. “STANFORD LAB NAME Data” refers to both datasets hosted by STANFORD LAB NAME and datasets that are hosted by a STANFORD LAB NAME Data Partner.
  2. “STANFORD LAB NAME Computational Environment” refers to the secure computational environment managed by either STANFORD LAB NAME or by a STANFORD LAB NAME Data Partner.
  3. “Data Partner” refers to organizations or institutions who own or have generated data with whom Stanford has signed an Institutional Data Use Agreement. These agreements assure the owner of the data or data partner that all individuals affiliated with Stanford who accessing the data will abide by the terms of this DUA.
  4. "HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and "HIPAA Regulations” mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164.
  5. “Protected Health Information” or “PHI” means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium.
  6. "Personally Identifiable Information" or "PII" means any data that could potentially be used to identify a specific individual. This includes any information that can be used to distinguish one person from another and can be used for de-anonymizing otherwise anonymous data.

Terms

1. User may only use the STANFORD LAB NAME Data for research as described in the SAMPLE DATASET TERM SHEET or quality improvement approved by both the appropriate IRB and STANFORD LAB NAME.
2. Any use for commercial purposes or with potential commercial or financial benefit must undergo a Conflict of Interest review. Commercial use will require additional reviews and an agreement between the data user’s institution and either the data owner or the data custodian. Access for commercial is often prohibited and must be approved.
3. Users must abide by the terms for datasets used: STANFORD LAB NAME Dataset Terms
4. Use appropriate safeguards to prevent use or disclosure of the STANFORD LAB NAME Data other than as permitted by this Agreement or required by law.
5. Report to Stanford STANFORD LAB NAME any use or disclosure of the STANFORD LAB NAME Data of which you become aware that is not permitted by this Agreement or required by law.
6. Never use the information in the STANFORD LAB NAME Data to identify or contact the individuals included in STANFORD LAB NAME datasets.
7. Conduct all data exploration and analyses on the Stanford STANFORD LAB NAME Data Portal and STANFORD LAB NAME or Data Partner computational environments. Download of data onto personal electronic devices is not permitted.
8. Not download, print or otherwise remove from the Stanford STANFORD LAB NAME or Data Partner computational environment any part of any STANFORD LAB NAME dataset unless explicit permission has been granted in writing by STANFORD LAB NAME (this is rare). Data shall not be transferred to any electronic device (including but not limited to computer, phone or tablets). Products of research including analytic outputs, summary statistics, meta-data etc must have cell sizes of 10 or larger.
9. Conduct all analyses using an encrypted computer or device.
10. Keep all trainings and regulatory requirements current.
11. Allow a 30-day review period by Stanford STANFORD LAB NAME (and data owner where required) prior to submission to a journal for publication. This is only to ensure compliance with citations and cell size restrictions and is not intended to restrict publication in any way.
12. Make all analytic data sets, code and final version of any resultant publications or unpublished findings available.
13. Include data sharing and STANFORD LAB NAME funding statements in all publications resulting from these Data. The statement for each dataset and the STANFORD LAB NAME Data core can be found on the STANFORD LAB NAME Data Portal.
14. Correctly cite STANFORD LAB NAME and the datasets used for your publication. This information will be provided in the STANFORD LAB NAME Data portal and in the [STANFORD LAB NAME Dataset Terms](https://drive.google.com/drive/folders/1UYiol9FIR_2zLLik53XaI3XrfsPLN9UQ?usp=sharing).
15. All papers resulting from these data will either be published in an open access journal, or, in the case journal embargoes prevent the timely posting of papers, made publicly available on a discoverable institutional repository or other similar site in keeping with NIH policy (either via the journal of publication, PMC, institutional repository or discipline specific open access repository).
16. Include a link to all publications resulting from STANFORD LAB NAME Data in both the STANFORD LAB NAME Data Portal project form and your permanent list of publications (such as MyNCBI or similar) and send an email to the Data Core Manager alerting them of the publication of any new manuscript at: [STANFORD LAB NAMEdatacore@stanford.edu.](mailto:phsdatacore@stanford.edu) In some cases, the data generator (ie, Optum or Truven) must also review publications to ensure that they are correctly cited and there are no cells which could result in re-identification of members of the datasets. This review is not intended to restrict publication in any way.

## Security

1. The User will use appropriate safeguards to prevent use or disclosure of the STANFORD LAB NAME Data other than as permitted by this Agreement or required by law.
2. Report to Stanford STANFORD LAB NAME any use or disclosure of the STANFORD LAB NAME Data of which it becomes aware that is not permitted by this Agreement or required by law.

## Term and Termination

1. Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three years, reviewed for renewal annually, unless terminated or modified sooner.
2. Termination by User. User may terminate this agreement at any time by notifying the Stanford STANFORD LAB NAME. Access to

STANFORD LAB NAME Data will be terminated at that time.

1. Termination by Stanford STANFORD LAB NAME. STANFORD LAB NAME may terminate this agreement at any time by providing thirty (30) days prior written notice to User. If termination is due to User mishandling of data, termination will be immediate.
2. For Breach. Stanford STANFORD LAB NAME shall provide written notice to User of any determination that User has breached a material term of this Agreement. Stanford STANFORD LAB NAME shall afford User an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within three (3) days shall be grounds for the immediate termination of this all data access by STANFORD LAB NAME.
3. Effect of Termination. Terms around publication and proper handling of data shall survive any termination of this Agreement.

## Miscellaneous

1. Change in Law. The parties agree to negotiate in good faith to amend this DUA to comport with changes in federal law that materially alter either or both parties’ obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations.
2. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties any rights, remedies, obligations, or liabilities whatsoever.
3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

# By clicking “Attest” on the DUA requirement on the STANFORD LAB NAME Data Portal, you acknowledge the following:

**I have downloaded and reviewed this DUA. I understand that I am not permitted to download any STANFORD LAB NAME Data onto any personal laptop, computer or other device and that STANFORD LAB NAME Data must stay in either the STANFORD LAB NAME or Data Partner’s secure computational environment\*. I am only permitted to download outputs with cell sizes of 10 or more. If I choose to download data, I will be held personally responsible for putting the University, STANFORD LAB NAME, the owner of the data and my own standing at Stanford at risk. I understand that if it is discovered that I have downloaded the data, I will be asked to return or destroy the data immediately and that I will not receive further data from STANFORD LAB NAME until I am in full compliance with STANFORD LAB NAME requirements. Consequences for inappropriate data access sharing or download can be severe and include revocation of data access, publications using inappropriate data access and termination.**

**\* In rare cases, download is permitted. To do this, you must be given explicit permission, in writing, by STANFORD LAB NAME. You will have to present a compelling reason why it is necessary and a review and approval of the computational environment may be necessary.**