

## 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, and [REDACTED] ("User") and is effective as of the date of last signature affixed below (the "Effective Date").

WHEREAS, The Regents maintains certain information that User wishes to use and/or disclose for research, public health, or other purposes:

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, consisting of [REDACTED] (the "Data") in accordance with the terms and conditions of this Agreement.
2. The following individuals (the "Authorized Parties") are authorized to use the Data 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 Data only for the purposes (as articulated in the research plan, attached and incorporated herein as Appendix A).
4. User and each Authorized Party agrees as follows:
  - a. Not to use or further disclose the Data or any information contained therein other than as permitted for the Purpose by this Agreement or as required by applicable law.
  - b. To obtain any necessary IRB or other applicable regulatory approvals before receiving the Data or using the Data for the Purpose.
  - c. To use appropriate technical, administrative, and procedural safeguards to prevent use or disclosure of the Data other than as provided for by this Agreement.
  - d. To report to The Regents within five (5) days any use or disclosure of the Data or any part of it not provided for by this Agreement of which User or any Authorized Party becomes aware.
  - e. To ensure that any agents, including subcontractors, to whom User or an Authorized Party provides the Data or any part of it to agree to the same restrictions and conditions that apply to the User and Authorized Parties under this Agreement.
  - f. Not to use the information contained in the Data to attempt to identify, or contact, the individuals whose information is contained in the Data under any circumstances.
  - g. To not release information derived from the Data in a form that will allow re-identification, including, but not limited to, identification of a tract by name or description, maps containing identifiable landmarks, or summary statistics and tabulations with a cell size fewer than eleven (11) observations.
  - h. To cite [REDACTED] as the source of the Data in any publications arising from the use of the Data for the Purpose.
5. This Agreement shall terminate one (1) year from the Effective Date, unless earlier terminated pursuant to section 6 herein or earlier renewed by mutual agreement between The Regents and User. Upon termination, User shall, at The Regent's discretion, return or destroy all Data. The confidentiality obligations of the foregoing section 4(g) shall survive termination.
6. In the event The Regents becomes aware of any use of the Data 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; and/or (ii) disqualify (in whole or in part) the User and/or any Authorized Parties from receiving information in the future.

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

### THE REGENTS OF THE UNIVERSITY OF MICHIGAN USER

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_