

Data Use Agreement (“Agreement”)	
Provider: University of Florida Board of Trustees	Recipient:
Provider Scientist Name: Email:	Recipient Scientist Name: Email:
Agreement Term Start Date: Date of last signature below End Date: Three (3) Years after the Start Date	Project Title:

Terms and Conditions

WHEREAS, Recipient is a [Covered or Hybrid] Entity as defined in the enacting regulations of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);

WHEREAS, the Provider is a Hybrid Entity and will provide the Recipient with a [choose one: **De-identified Data, Limited Data Set (“LDS”), or Personally Identifiable Human Data**] of Protected Health Information (“PHI”) as defined in 45 CFR 164.514 [For LDS add: so that the Recipient is a Limited Data Set Recipient, as the term is used in 45 CFR 164.514(e)(1)];

WHEREAS, it is the intent of both parties to fully comply with HIPAA, and other state and federal laws related to confidentiality and information security of PHI;

NOW THEREFORE, the parties agree as follows:

- A. Terms used but not otherwise defined in this Agreement will have the same meaning as those terms have in HIPAA and its implementing regulations (45 C.F.R. Parts 160 and 164(a) (e)), as amended from time to time.
- B. Provider will provide the data set described in Attachment 1 (the “Data”) to the Recipient for the research purpose set forth in Attachment 1 (the “Project”). The Provider shall retain ownership of any rights it may have in the Data, and the Recipient does not obtain any rights in the Data other than as set forth herein.
- C. If applicable, compensation of any costs associated with the preparation, compilation, and transmission of the Data to the Recipient will be addressed in Attachment 1.
- D. Recipient will not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Recipient Scientist and the Recipient’s faculty, employees, fellows, students, and agents (“Recipient Personnel”) and Collaborator Personnel (as defined in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, “Authorized Persons”).
- E. Except as authorized under this Agreement or otherwise required by law, the Recipient must retain control over the Data and not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of the Provider. After approval by the Provider, Recipient will enter into additional data use agreements with all third parties before such access to the Data is granted, for which such approval will not be unreasonably withheld by the Provider. The Recipient must establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to the safeguarding of the Data as may be set forth in Attachment 2.

- F. The Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research. The Recipient will report to the Provider any prohibited use or disclosure of the Data of which the Recipient becomes aware within five (5) days of becoming aware of such use or disclosure. The Recipient must require that any third party to whom it provides the Data, agrees to the same restrictions and conditions that apply herein with respect to the Data. Upon the Provider's knowledge of a material breach of this Agreement by the Recipient, the Provider will provide an opportunity for the Recipient to cure the breach or end the violation. The Recipient will cooperate with the Provider to investigate, correct, and/or mitigate any such unauthorized use or disclosure. The Recipient acknowledges that the Provider may have an obligation to make further notifications as set forth in 45 CFR 164(d) or under applicable state law, and the Recipient will cooperate with the Provider to the extent necessary to enable the Provider to meet all such obligations.
- G. If efforts to cure the breach or end the violation are not successful within thirty (30) days, the Provider will discontinue disclosure of the Data to the Recipient and report the problem to the Secretary of the Department of Health and Human Services or its designee. The Provider will immediately discontinue disclosure of the Data to the Recipient if the Provider determines that a cure of the breach is not possible.
- H. The Recipient is encouraged to make publicly available the results of the Project. Before the Recipient submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the Provider will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to confirm that the Data is appropriately protected. The Provider may request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect any proprietary information.
- I. The Recipient will recognize the contribution of the Provider as the source of the Data in all written, visual, or oral public disclosures concerning Recipient's research using the Data, as appropriate in accordance with scholarly standards and any specific format that has been indicated in Attachment 1.
- J. Unless terminated earlier in accordance with this section or extended by a modification in accordance with Section O, this Agreement expires as of the End Date set forth above. Either party may terminate this Agreement with thirty (30) days written notice to the other party's Authorized Official as set forth below. Upon expiration or early termination of this Agreement, the Recipient will follow the disposition instructions provided in Attachment 1; provided, however, that the Recipient may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements under any law and for the purposes of research integrity and verification.
- K. Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. The Provider, to the best of its knowledge and belief, has the right and authority to provide the Data to the Recipient for use in the Project.
- L. Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. The Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient, except to the extent

permitted by law when caused by the gross negligence or willful misconduct of the Provider. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement. Nothing herein may be construed as a waiver of the sovereign immunity of the University of Florida Board of Trustees, the State of Florida, or their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

- M. Neither party will use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. Each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement accurately and appropriately describes the relationship of the parties and does not in any manner imply endorsement by the other party whose name is being used.
- N. Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between the Provider and the Recipient regarding the transmission of the Data to the Recipient for the Project:
- I. Attachment 1: Project Specific Information
 - II. Attachment 2: Data-Specific Terms and Conditions
 - III. Attachment 3: Identification of Permitted Collaborators (if any)
- O. The parties will take such action as is necessary to amend this Agreement, from time to time in order for the Provider to remain in compliance with the requirements of HIPAA. No modification or waiver of this Agreement will be valid unless in writing and executed by a duly authorized representative of both parties.
- P. This Agreement represents the entire understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.
- Q. The undersigned authorized officials of the Provider and the Recipient expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that he/she is duly authorized to sign this Agreement on behalf of their institution.

By an Authorized Official of Provider:	By an Authorized Official of Recipient:
<hr/> <div style="text-align: right;">Date</div>	<hr/> <div style="text-align: right;">Date</div>
Name: Title:	Name: Title:
Contact Information for Formal Notices: Name: Address:	Contact Information for Formal Notices: Name: Address:
Email: Phone:	Email: Phone:

Attachment 1
Data Use Agreement
Project Specific Information

1. Description of Data:

2. Description of Project:

3. Provider Support and Data Transmission:

The Provider will transmit the Data to the Recipient: (select one) electronically or by mail to:

Name:

Address:

Email:

Phone:

Attachment 1
Data Use Agreement
Project Specific Information

Upon execution of this Agreement, the Provider will send any specific instructions necessary to complete the transmission of the Data to the contact person listed above, if not already included below in this section of Attachment 1.

{Instructions to the drafter; delete after completion of this section.

This section of this attachment should also provide sufficient information such that each party understands the level of support the Provider will supply to the Recipient. Examples of information that may be appropriate to include in this section are:

- * Format of the Data
- * Provision of the Data dictionary
- * Availability of the Provider to assist the Recipient in understanding the Data structure (e.g. variables, code lists, etc.)
- * If/how the Data will be revised and resent if errors are found by the Recipient
- * Specific instructions necessary to complete the transmission of the Data, if available/appropriate, and any support supplied by the Provider for the transmission
- * Specific instructions regarding public disclosures and other scholarly standards.}

4.Compensation:

☐

None

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As governed by a separate written agreement between the parties:

Compensation agreement reference#: _____

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As set forth herein:

5.Disposition Requirements upon the termination or expiration of this Agreement:

The Recipient will return or destroy all copies of the Data in accordance with the Provider's instructions at time of Agreement termination or expiration.

Attachment 2
Data Use Agreement
Data-Specific Terms and Conditions:
[choose one: **De-identified Data, Limited Data Set, Personally Identifiable Human Data – HIPAA**]

Attachment 3
Data Use Agreement
Identification of Permitted Collaborators (if any)

For all purposes of this Agreement, the definition of “Collaborator Personnel” checked below will pertain:

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“Collaborator Personnel” means: None. No collaborators are permitted on the Project.

-OR-

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“Collaborator Personnel” means:

faculty, employees, fellows, or students of an academic institution, which institution (i) has agreed to collaborate in the Project, (ii) has faculty, employees, fellows, or students who have a need to use or provide a service in respect of the Data in connection with its collaboration in the Project, and (iii) has executed an agreement that contains terms that are no less restrictive than those of this Agreement.