

FERRIS STATE UNIVERSITY

OFFICE OF RESEARCH AND SPONSORED PROGRAMS

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement ("Agreement") is entered into on the date last signed below by and between _____ ("Provider"), having as its principal place of business _____, and Ferris State University ("Recipient"), a public institution of higher education with its principal place of business at 1201 S. State Street, for the purposes set forth hereinafter.

WHEREAS, Provider maintains certain research data collected by its investigators in the course of various research projects; WHEREAS, Provider currently maintains research data collected in the course of a research project entitled _____;

WHEREAS, Recipient wishes to receive a copy of certain research data ("Restricted Data") collected in the above-described project and as described more particularly below, for the purpose described herein;

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

- A. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipient's use of Restricted Data.
- B. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- C. Recipient agrees to use said Restricted Data solely for the purpose described in Section III and consistent with Recipient's obligations as set forth in Section IV.

II. RESTRICTED DATA

- A. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

[Insert description of data set(s)]

Said data will be provided to Recipient without personal identifiers.

Ownership of Restricted Data will be retained by Provider.

- B. Data Recipient agrees that the information to be provided shall be in the form of a "limited data set" as defined in 45 C.F.R § 164.514(e)(2).

A limited data set is described as health information that excludes certain, listed direct identifiers but that may include:

- 1. Address greater than street address: City, State, ZIP Code
- 2. Elements of dates
- 3. Unique identifying number, characteristic or code

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The direct identifiers listed in the Privacy Rule's limited data set provisions apply both to information about the individual and to information about the individual's relatives, employers, or household members.

The **following identifiers must be removed** from health information if the data are to qualify as a limited data set:

- | | |
|--|--|
| 1. Names. | 10. Certificate/license numbers. |
| 2. Postal address information, other than city, state, and ZIP Code. | 11. Vehicle identifiers and serial numbers, including license plate numbers. |
| 3. Telephone numbers. | 12. Device identifiers and serial numbers. |
| 4. Fax numbers. | 13. Web universal resource locators (URLs) |
| 5. Electronic mail addresses. | 14. Internet protocol (IP) address numbers |
| 6. Social security numbers. | 15. Biometric identifiers, including fingerprint voiceprints. |
| 7. Medical record numbers. | 16. Full-face photographic images and any comparable images. |
| 8. Health plan beneficiary numbers. | |
| 9. Account numbers. | |
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III. USE OF RESTRICTED DATA

A. Recipient will use said RESTRICTED DATA solely for the following purpose:

[Insert specific detailed purpose]

[Insert specific investigators]

IV. RECIPIENT'S OBLIGATIONS

Recipient agrees to the following with respect to its use and management of the Restricted Data:

- A. Recipient agrees not to use or disclose the Restricted Data for any purpose other than set forth in Section III above or as required by law.
- B. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.
- C. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- D. Recipient agrees to ensure that any agent (including subcontractor) to whom it provides Restricted Data for purposes of collaborating on research identified in Section III agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data.

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- E. Recipient agrees to use Restricted Data to generate only statistical summary information and agrees not to identify, attempt to identify, or contact any individuals or families whose health information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification.
- F. Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- G. Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship.

V. TERM AND TERMINATION

- A. This Agreement will become effective on the last date signed below and will continue for so long as Recipient has Restricted Data.
- B. This Agreement may be terminated by a party upon thirty (30) days' advance written notice to the other party.
- C. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - 1. Prohibit Recipient from obtaining future access to Provider's data files and data elements;
 - 2. Report the breach or violation to the Institutional Review Board involved with Recipient's research for which Restricted Data was obtained;
 - 3. Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient; and/or
 - 4. Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.
- D. Upon termination of the Agreement, Provider may request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested

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within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time.

VI. GENERAL

- A. Recipient agrees to cite Provider as a data source for all studies and other applications that use or rely on Restricted Data.
- B. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- C. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- D. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- E. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date last listed below.

FERRIS STATE UNIVERSITY

[PROVIDER NAME]

Signature:

Signature:

Printed Name: Jim Bachmeier

Printed Name:

TITLE: VP for Finance and Administration

TITLE: _____

DATE: _____

DATE: _____

Read and Acknowledged by University of Ferris State University Principal Investigator:

Signature: _____

Printed Name: _____

TITLE: _____

DATE: _____