

**HUNTER COLLEGE RESEARCH PRIVACY POLICY
DATA USE AGREEMENT FOR THE LIMITED DATA SET**

This Data Use Agreement (“DUA”) is made effective this ____ day of _____, 20__, (“Effective Date”) by and between _____ (“Covered Entity”) with offices at _____

and

_____, (“RECIPIENT”), with offices at _____; individually, a “Party” and collectively, the “Parties”.

Covered Entity is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); and

Covered Entity is providing RECIPIENT with a Limited Data Set of Protected Health Information (“PHI”) as defined in HIPAA, thus rendering RECIPIENT a “Limited Data Set Recipient” as defined in HIPAA;

The Parties agree to the provisions of this DUA in order to address the requirements of HIPAA and to protect the interest of both Parties.

1. **DEFINITIONS.** Except as otherwise defined, any terms in this DUA shall have the definitions set forth in HIPAA. In the event of any inconsistency between the provisions of this DUA and mandatory provisions of HIPAA, as amended, the HIPAA definition shall control. Where provisions of this DUA are different than those mandated in HIPAA, but are nonetheless permitted by HIPAA, the provisions of this DUA shall control.
2. **USE OR DISCLOSURE.** RECIPIENT shall have the right to use all PHI provided to it by Covered Entity for the Research, Public Health or Health Care Operations purposes of:

[INSERT THE “USES OF THE DATA” TO BE PROVIDED BY THE Covered Entity TO RECIPIENT.]

and any other purpose in satisfaction of a judgment of a court of law or pursuant to any Federal or State law or regulation applicable to such PHI.

3. **RESTRICTIONS ON USE.** RECIPIENT agrees to not use or further disclose the PHI other than is permitted by this DUA, or as otherwise required by law. RECIPIENT shall use appropriate safeguards to protect the PHI from misuse or inappropriate disclosure and shall prevent any use or disclosure of the PHI other than as provided in this DUA.

RECIPIENT shall not attempt to identify the individuals to whom the PHI pertains, or attempt to contact such individuals.

4. **REPORTING.** RECIPIENT shall report to Covered Entity any use or disclosure of the PHI not provided for in this DUA of which RECIPIENT is or becomes aware. RECIPIENT will take reasonable steps to limit any further such use or disclosure.
5. **TERMINATION.** This Agreement and all obligations hereunder, shall be effective on the Effective Date first set forth above and shall continue as long as RECIPIENT retains the data, unless otherwise terminated by applicable law or regulation. RECIPIENT may terminate this Agreement by returning or destroying the PHI. Should RECIPIENT commit a material breach of this Agreement, which breach is not cured within thirty (30) days after RECIPIENT receives notice of such breach from the Covered Entity, then the Covered Entity may discontinue disclosure of PHI and report the breach to the Hunter IRB.
6. **RECIPIENT AS A COVERED ENTITY.** RECIPIENT acknowledges that if it is, itself, a covered entity as defined in HIPAA, then breach of this DUA will be treated as noncompliance with 45 CFR 164.514(e).

IN WITNESS WHEREOF, the Parties have executed this Data Use Agreement as of the day and year first set forth above.

Covered Entity (Covered Entity)

Limited Data Set Recipient

Signature

Signature

Name

Name

Title

Title