

DATA USE AGREEMENT
of
**THE LIMITED DATA SET OF THE UNIVERSITY OF
CALIFORNIA, IRVINE HEALTH**

This Data Use Agreement (the “Agreement”) is between you as an individual (“you” and “your”) and the Regents of the University of California (“we,” “our,” or “us”). You have been authorized by us to access the data provided in the Limited Data Set Observational Medical Outcomes Partnership Research Data Warehouse (the “Data”) of the University of California, Irvine (“UCI”) under the terms of this Agreement. Your access to the Data is governed by federal and state laws, and UCI policies and procedures. We require that you sign this Agreement before you access the Data. When you sign, you agree to follow all the terms of this Agreement and acknowledge that it is enforceable against you. We may terminate your access to the Data at any time and for any reason whatsoever.

1. **USE FOR PERMITTED PURPOSE.** You may access the Data only for a lawful purpose (the “Permitted Purpose”) that has been authorized by the UCI Health Data Governance Committee. The Permitted Purpose may include research and public health purposes. You may only access the Data as necessary to accomplish the Permitted Purpose, and in a manner consistent with UCI policies and procedures, including, but not limited to, all data privacy and security policies and procedures (the “Policies”). We may change the Policies or add to the Policies at any time. It is your responsibility to be aware of all applicable Policies as they may exist at any time.
2. **COMPLIANCE WITH LAWS.** The Data may be private and sensitive, and may contain personally identifiable information under some circumstances. The Data may be protected by state and federal laws such as the Health Insurance Portability and Accountability Act and its implementing regulations (collectively, “HIPAA”) and the California Confidentiality of Medical Information Act (“CMIA”), and you and we have a duty to protect them. You agree to comply with these laws in accessing the Data.
3. **TRANSFER OF DATA TO OTHERS.** You may not transfer or otherwise make available the Data to any person outside of UCI. You also may not transfer or otherwise make available the Data to any person within UCI, unless it is specifically permitted as part of an approved Permitted Purpose.
4. **REQUIRED SAFEGUARDS.** You will receive a password to access the Data. You must safeguard the password and you agree not to share or otherwise disclose it. If you believe your password has been compromised, you must immediately notify the UCI Health Affairs Office of Research Information (the “ORI”). You are responsible for all activities taken with your password. You must implement any other reasonable safeguards that you feel are necessary to prevent use or disclosure of the Data other than as expressly permitted by this Agreement.
5. **PROHIBITION ON IDENTIFYING AND CONTACTING INDIVIDUALS.** You agree that you will not attempt to learn the identity of the individuals who are the subjects of the Data. If you discover the identity of the individuals who are the subjects of the Data, you will immediately inform the ORI, and you agree not to contact those individuals.
6. **ENFORCEMENT.** If you believe that any person or entity is accessing or using the Data in an inappropriate manner, you must report these activities to the ORI immediately.

If you violate this Agreement, you will be subject to discipline, which could include limiting or terminating your access to the Data, loss of employment or dismissal from the workforce, and civil or criminal liability. Your obligations under this Agreement continue after termination of your access to the Data.

If you agree to the terms of this Agreement, please sign below and return a copy of this signed agreement to the ORI. If you do not agree, you will not have access to the Data.

Your Name:

Email:

Title/Affiliation:

Signature:

Date:

If you are a current UCI **student** or **trainee**, please provide the information of your Faculty Sponsor, and have your Faculty Sponsor sign below:

Name of Faculty Sponsor:

Email:

Title/Affiliation:

Signature:

Date:

ORI Contact: ori@uci.edu