**DATA USE AGREEMENT**

This Data Use Agreement (“**Agreement**”), effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Effective Date**”), is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Recipient**”) and Children’s Hospital Los Angeles (“**CHLA**”). The purpose of this Agreement is for CHLA to provide Recipient with access to a Limited Data Set of patient information (“**LDS**”) for use in [its Research and Public Health analyses].

1. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the “HIPAA Regulations” codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.

2. Preparation of the LDS. CHLA will prepare and furnish to Recipient the LDS in accordance with the HIPAA Regulations.

3. Minimum Necessary Data Fields in the LDS. The LDS will include the data fields specified by CHLA in the Data Abstraction Form attached to this Agreement as Exhibit A, which are the minimum necessary to accomplish the purposes set forth in Section 5 of this Agreement. The following identifiers will only be included to the extent they are absolutely necessary to accomplish the purposes set forth in Section 5 of this Agreement. Identifiers listed below that are not needed to accomplish the purposes set forth in Section 5 will not be disclosed.

a. Postal information: zip codes, city, town and state

b. Dates: birth date, admission date(s), discharge date(s) and, if applicable, date of death

c. Age (only aggregate ages of individuals over 90; if applicable)

4. Responsibilities of Recipient. Recipient agrees to:

a. Use or disclose the LDS only as permitted by this Agreement or as required by law;

b. Use appropriate safeguards to prevent use or disclosure of the LDS other than as permitted by this Agreement or required by law;

c. Report to CHLA any use or disclosure of the LDS of which it becomes aware that is not permitted by this Agreement or required by law;

d. Only allow access and use of the LDS to the research personnel approved by CHLA and maintained in CHLA’s iStar (collectively, “**Permitted Users**”).

e. Require all Permitted Users to agree in writing to the same restrictions and conditions on the use and/or disclosure of the LDS including use of appropriate safeguards of the LDS that apply to Recipient under this Agreement and under applicable law;

f. Ensure that all Permitted Users agree not to use the information in the LDS to identify or contact the individuals who are data subjects in the LDS or his/her relatives, employers or household members; and

g. Ensure that electronic information is secured consistent with HIPAA requirements.

5. Permitted Uses. Recipient may use and/or disclose the LDS for its Research and Public Health activities under Protocol Number [\_\_\_\_\_\_\_\_\_\_\_\_\_] and CHLA IRB number [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

6. Term and Termination.

a. Term. The term of this Agreement will commence as of the Effective Date and will continue for so long as Recipient retains the LDS, unless sooner terminated as set forth in this Agreement.

b. Termination by Recipient. Recipient may terminate this Agreement at any time by notifying CHLA and returning or destroying the LDS.

c. Termination by CHLA. CHLA may terminate this Agreement at any time by providing 30 days’ prior written notice to Recipient.

d. For Breach. CHLA will provide written notice to Recipient within 10 days of any determination that Recipient has breached a material term of this Agreement. CHLA will afford Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within 30 days will be grounds for the immediate termination of this Agreement by CHLA.

e. Effect of Termination. Sections 1, 4, 5, 6(e) and 7 of this Agreement will survive any termination of this Agreement under subsections 6(b), 6(c) and 6(d).

7. Miscellaneous.

a. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of California, without regard to conflict of law rules.

b. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in federal law that materially alter either or both parties’ obligations under this Agreement; provided however, that if the parties are unable to agree to mutually acceptable amendment by the compliance date of the change in applicable law or regulations, either party may terminate this Agreement as provided in section 6.

c. Construction of Terms. The terms of this Agreement will be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations.

d. No Third Party Beneficiaries. Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

f. Headings. The headings and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**Children’s Hospital Los Angeles Recipient**

By: By:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: Date:

Reviewed by:

Principal Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

Data Abstraction Form