

# DATA USE AGREEMENT

This Data Use Agreement (“**Agreement**”) is effective as of the date of the last signature (“**Effective Date**”) by and between \_\_\_\_\_ (“**Provider**”), with principal offices located at \_\_\_\_\_, and Northwestern University (“**Northwestern**”), a non-profit research institution with principal offices located at 633 Clark Street, Evanston, Illinois, 60208, (collectively, the “**Parties**”).

**WHEREAS**, Northwestern is a member of The Illinois Perinatal Quality Collaborative (“**ILPQC**”) which seeks to improve birth outcomes and reduce costs related to poor birth outcomes in the state of Illinois. The goal of the ILPQC is to collaborate with Illinois perinatal stakeholders to improve perinatal safety, efficiency, quality of care, and outcomes for women and infants.

**WHEREAS**, Provider maintains certain clinical data and information regarding birth outcomes in the state of Illinois (“**Data**”) that Northwestern wishes to use and/or disclose for research, public health, or health care operations purposes permitted under 45 C.F.R. §164.514(e) of regulations promulgated under HIPAA as they relate to the ILPQC, under the supervision of Northwestern University investigator, Dr. Abel Kho (“**Investigator**”);

**THEREFORE**, the Parties agree to the following terms and conditions:

## 1. PURPOSE

a. The purpose of this Agreement is to provide for the use and/or disclosure of Data which may consist of a Limited Data Set (“**LDS**”), from Provider to Northwestern to comply with the Standards for Privacy of Individually Identifiable Health Information (“**Protected Health Information**” or “**PHI**”) promulgated by the Secretary of the U.S. Department of Health and Human Services (“**HHS**”) as 45 C.F.R. Part 160 and Part 164 (the “**Privacy Regulation**”) pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”).

## 2. PROTECTED HEALTH INFORMATION

a. The following PHI may be included in the LDS used by and/or disclosed to Northwestern:  
Date of Birth  
Date of Discharge

Data elements included in the ILPQC database will be mutually selected by Northwestern and Provider to support specific improvement projects. Multiple improvement projects will be conducted simultaneously and sequentially over time. Although the data elements used to support individual quality improvement projects will vary over time and different improvement projects will use different data elements, the data will be in the form of a LDS.

The Data transferred under this Agreement will exclude the following PHI: names, postal address information, other than town or city, state, and ZIP Code, license plate numbers, telephone numbers, fax numbers, electronic mail addresses, social security numbers, medical record numbers, voiceprints, health plan beneficiary numbers, account numbers, certificate/license numbers, vehicle identifiers and serial numbers, device identifiers and serial numbers, web universal resource

locators (URLs), internet protocol (IP) address numbers, biometric identifiers, including fingerprints and full-face photographic images and any comparable images.

### **3. RESTRICTIONS ON USE.**

a. Data will be used solely for research purposes in connection with the ILPQC by the Investigator and those under his direct supervision, as well as Ann E.B. Borders, MD, MSc, MPH and those under her direct supervision, Co-Investigators, ILPQC State Project Director, ILPQC Project Coordinator, ILPQC Data Systems Project Lead, ILPQC Data Analyst, and Software Developer (collectively “**Authorized Personnel**”). Northwestern agrees to comply with all Federal rules and regulations applicable to the ILPQC and the handling of the Data. These Data will be used to create both site-specific and aggregate ILPQC-specific reports. Site-specific reports will not be shared in a manner otherwise permitted by this Agreement without the written permission of Provider. Northwestern may not use or disclose information from the LDS in a manner that would violate HIPAA regulations.

b. Northwestern agrees that it, and any Authorized Personnel, employees, agents and collaborators to whom it discloses the Data, will not use or further disclose the Data other than as permitted by this Agreement, or as otherwise required by law or regulation. Northwestern shall use appropriate safeguards to protect the Data from misuse or inappropriate disclosure and to prevent any use or disclosure of the Data other than as provided in this Agreement or as otherwise required by law or regulation.

c. Northwestern shall not attempt to identify the individuals to whom the Data pertains, or attempt to contact such individuals.

d. This Data represents a significant investment on the part of Provider and Provider shall retain ownership or stewardship of the Data. The Provider represents that the Data are provided to Northwestern in accordance with all applicable laws and regulations and in accordance with the terms of any consent document(s) under which they were obtained.

### **4. REPORTING.**

a. In all oral presentations or written publications concerning the Data, Northwestern will acknowledge Provider’s contribution of the Data as scientifically appropriate unless requested otherwise.

b. Northwestern shall report to Provider any use or disclosure of the Data not provided for in this Agreement of which Northwestern becomes aware within ten (10) days of its discovery. Northwestern will take reasonable steps to limit any further such use or disclosure.

**5. INTELLECTUAL PROPERTY.** Northwestern agrees that if the ILPQC results in an invention, a new use, or a product (collectively referred to as an “**Invention**”) based on or relating to the Data, Northwestern will promptly disclose the Invention to Provider on a confidential basis. Inventorship will be determined in accordance with U.S. patent law (if patentable) or by mutual agreement between the Parties (if not patentable), taking into account the role and contributions of individuals involved in the development of the Invention.

**6. NO WARRANTY.** PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE DATA, OR ANY PRODUCT OR PROCESS BASED THEREON.

**7. TERMINATION.** This Agreement shall be effective on the Effective Date and shall continue for a period of five (5) years, unless extended in writing as mutually agreed upon by both Parties or unless otherwise terminated by written notice by either party or applicable law or regulation. Northwestern may terminate this Agreement by returning or destroying the Data and providing written notice to Provider.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly authorized and executed as of the last date set forth below.

**NORTHWESTERN UNIVERSITY**

**[PROVIDER]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Authorized Official)

Name: \_\_\_\_\_  
(Authorized Official)

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Read and Understood:**

By: \_\_\_\_\_  
Dr. Abel Kho

Date: \_\_\_\_\_