

Model Data Use Agreement

This Data Use Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 20__ by and between _____ (“Covered Entity”), and _____ (“Data Recipient”).

1. This Agreement sets forth the terms and conditions pursuant to which Covered Entity will disclose certain individually identifiable health information (IIHI) to the Data Recipient.
2. Except as otherwise specified herein, Data Recipient may make all uses and disclosures of the Limited Data Set (LDS) necessary to conduct the research detailed in SUNY at New Paltz Protocol #: _____
3. In addition to the Data Recipient, the individuals (“co-investigators”) who are permitted to use or receive the LDS for purposes of the research project, include:

4. Data Recipient agrees not to use or disclose the LDS for any purpose other than as described in the SUNY at New Paltz protocol named in #2 above.
5. Data Recipient agrees to use appropriate safeguards to prevent use or disclosure of the LDS other than as provided for by this Agreement.
6. Data Recipient agrees to report to the _____ (covered entity) Privacy Office any use or disclosure of the LDS not provided for by this Agreement, of which it becomes aware, within ten (10) days of its discovery.
7. Data Recipient agrees to ensure that any agent, including a subcontractor, to whom it provides the LDS:
 - is made known to, and approved by, the SUNY at New Paltz Human Research Ethics Board and
 - agrees to comply to the same restrictions and conditions that apply through this Agreement to the Data Recipient with respect to such information.
8. Data Recipient agrees not to identify the individuals linked to the information contained in the LDS or to contact these individuals.

Data Recipient

Date

Covered Entity Privacy Officer

Date