

MASTER DATA USE AGREEMENT

BY AND BETWEEN

**UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM &
UNIVERSITY OF PENNSYLVANIA SCHOOL OF MEDICINE**


AND

UNIVERSITY OF PENNSYLVANIA SCHOOL OF NURSING

This Master Data Use Agreement ("Agreement") is made and entered into as of this ___ day of June 2018 by and between the University of Pennsylvania Health System (UPHS) and the University of Pennsylvania School of Medicine ("PSOM") ("Covered Entity") and the University of Pennsylvania School of Nursing ("Data Recipient").

1. This Agreement sets forth the terms and conditions pursuant to which Covered Entity will, from time to time, Disclose certain Protected Health Information (PHI) in the form of a Limited Data Set as defined under HIPAA, to the Data Recipient as described in exhibits incorporated into and made a part of this Agreement; each such exhibit detailing the requested data set and the purpose of such request.
2. Except as otherwise specified herein, Data Recipient may make Uses and Disclosures of the Limited Data Set consistent with the purpose of the research as described in the research application and specified on the applicable exhibit.
3. In addition to the Data Recipient, the individuals or classes of individuals who are permitted to Use or receive a Limited Data Set for purposes of the research project will be listed on the applicable exhibit.
4. Data Recipient agrees to not Use or Disclose a Limited Data Set for any purpose other than as specified in the applicable exhibit or as Required by Law.
5. Data Recipient agrees to use appropriate safeguards to prevent Use or Disclosure of a Limited Data Set other than as provided for by this Agreement or the applicable exhibit.
6. Data Recipient agrees to report to the Covered Entity any Use or Disclosure of a Limited Data Set not provided for by this Agreement or the applicable exhibit, of which it becomes aware, including without limitation, any Disclosure of PHI to an unauthorized subcontractor, within ten (10) days of its discovery.
7. Data Recipient agrees to ensure that any agent, including a subcontractor, to whom it provides a Limited Data Set, agrees 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 information contained in a Limited Data Set or contact the individual.
9. Data Recipient will indemnify, defend and hold harmless Covered Entity and any of Covered Entity's affiliates and their respective trustees, officers, directors, employees and agents ("Indemnitees") from and against any claim, cause of action, liability, damage, cost or expense (including without limitation, reasonable attorney's fees and court costs) arising out of or in connection with any unauthorized or prohibited Use or Disclosure of a Limited Data Set or any other breach of this Agreement by Data Recipient or any subcontractor, agent or person under Data Recipient's control.

University of Pennsylvania Health System
University of Pennsylvania School of Medicine

Signature: 

Printed Name: MICHAEL RESTUCCIA

Date: JULY 16, 2018

University of Pennsylvania School of Nursing

Signature: 

Printed Name: Therese S. Richmond

Date: July 25, 2018