**De-Identified Data Use Agreement for External Use**

This data use agreement (the “Agreement”) is by and between Kent State University (“KSU”), and WHO THE DATA IS BEING SENT TO (“User”) and is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_ days.

 WHEREAS, KSU maintains certain information that User wishes to use and/or disclose for research, public health, or other purposes permitted under 45 C.F.R. § 164.514:

 NOW, THEREFORE, the parties, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

1. KSU shall provide User with access to certain data (the “De-identified Data Set”) in accordance with the terms and conditions of this Agreement. Under no circumstances shall KSU be required under this Agreement to provide the User with any information that does not qualify as part of a “De-identified data set” under 45 C.F.R. § 164.514(a).
2. The following individuals (the “Authorized Parties”) are authorized to use the De-identified Data Set or any part of it on behalf of User and agree to abide by the terms of this Agreement:

Name: NAME OF THE PERSON RECEIVIGN DATA Signature:

Name: ADD LINES IF MORE USERS Signature: \_

*Use an attachment to list any additional individuals. The attachment must be signed by authorized representatives of User and KSU.*

1. User, and any Authorized Party on User’s behalf, may use the De-identified Data Set only for the purpose identified below: The response should be specific. For example, “Data collected from XXXXXXXX for the purpose of analysis (elaborate as necessary)”

*Use an attachment to list any additional permitted uses. The attachment must be signed by authorized representatives of User and KSU.*

1. User and each Authorized Party agrees as follows:
* Not to use or further disclose the De-identified Data Set or any information contained therein other than as permitted by this Agreement or required by applicable law.
* To use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement.
* To report to KSU, any use or disclosure of the De-identified Data Set or any part of it not provided for by this Agreement of which User or any Authorized Party becomes aware.
* To ensure that any User employees, agents, or subcontractors, to whom User or an Authorized Party provides the De-identified Data Set or any part of it to agree to the same restrictions and conditions that apply to the User and Authorized Parties under this Agreement.
* Not to use the information contained in the De-identified Data Set to identify the individuals whose information is contained in the De-identified Data Set, nor to contact them under any circumstances.
* To destroy or return the De-identified Data Set at the direction of KSU at the completion of the purpose identified above in Section 3.
1. In the event KSU becomes aware of any use of the De-identified Data Set or any part of it that is not authorized under this Agreement or required by applicable law, KSU may (i) terminate this Agreement upon notice; (ii) disqualify (in whole or in part) the User and/or any Authorized Parties from receiving de-identified data in the future; and/or (iii) report the inappropriate use or disclosure as appropriate under applicable law.
2. The parties do not intend to create, and nothing contained in this Agreement shall be construed as creating, a joint venture or partnership between parties. This Agreement contains all of the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party or to vary the terms of this Agreement. This Agreement shall be governed construed and interpreted in accordance with the laws of the State of Ohio, and Ohio courts shall have exclusive jurisdiction over any action or preceding concerning this Agreement.
3. To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability from a claim with respect to that party’s role in connection with this Agreement. It is specifically understood that neither party will indemnify the other party. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

WHEREFORE, the parties, through their authorized representatives, hereby accept and agree to the terms and conditions of this Agreement.

**Kent State University USER**

Authorized Signature: Authorized Signature:

Name (Printed): Name (Printed):

Title: Title:

Date: Date: