



# CAPriCORN at Rush

TERMS OF USE AGREEMENT

THIS Terms of Use Agreement (“Agreement”) is entered into by and between you and those authorized under your direct supervision at Rush University Medical Center (“Recipient”) and the Rush CAPriCORN Team (“Data Provider”).

Data Provider has access to and maintains a Data Set (as defined herein) through CAPriCORN;

Recipient wishes to receive from Data Provider, by completing a CAPriCORN application with Data Provider, and Data Provider wishes to provide Recipient, a Data Set for the intended purposes described herein;

By submitting this Agreement with the relevant CAPriCORN application, the Recipient agrees to the following terms and conditions regarding the entire process of requesting and receiving the CAPriCORN Data Set:

1. The capitalized term “Required by Law” shall have the meaning set forth in 45 C.F.R. section 164.501. “Limited Data Set” means Protected Health Information (as hereinafter defined) that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual: (i) Names; (ii) Postal address information, other than town or city, State, and zip code; (iii) Telephone numbers; (iv) Fax numbers; (v) Electronic mail addresses; (vi) Social security numbers; (vii) Medical record numbers; (viii) Health plan beneficiary numbers; (ix) Account numbers; (x) Certificate/license numbers; (xi) Vehicle identifiers and serial numbers, including license plate numbers; (xii) Device identifiers and serial numbers; (xiii) Web Universal Resource Locators (URLs); (xiv) Internet Protocol (IP) address numbers; (xv) Biometric identifiers, including finger and voice prints; and (xvi) Full face photographic images and any comparable images. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to the information created or received by Recipient from or on behalf of Data Provider. “De-identified data” shall be completely de-identified (generated from the identified data) and will not contain Protected Health Information. The “Data Set” transmitted under this Agreement may include Protected Health Information, a Limited Data Set, and/or de-identified data.
2. The project referenced in this application must be submitted to the responsible Institutional Review Board (“IRB”) for review or exemption and receive approval before the Data Provider will disseminate any Data Set. Evidence of (i) IRB approval or Exemption and (ii) HIPAA Waiver of Informed Consent or Informed Consent (if applicable), must be submitted to the Data Provider, prior to dissemination of the Data Set. The Recipient agrees to use the Data Set only for its intended

purposes, as defined in the CAPriCORN application and other written communications between the Recipient and the Data Provider, and as Required by Law. Recipient agrees to comply with all applicable federal and state laws and regulations governing patient privacy and confidentiality of health information, including without limitation Section 514(e) of the Privacy Rule, 45 CFR section 164.514(e), issued pursuant to HIPAA. Recipient is not authorized to use or disclose the Data Set in a manner that would violate the Privacy Rule, 45 C.F.R. Part 164, Subpart E, if done by Data Provider. If the use of the Data Set in any way results in the development of any intellectual property or invention, Recipient must notify Data Provider of that development. Recipient is expressly prohibited from making any profit-making or commercial use of the Data Set, whether alone or in collaboration with any party, without express prior written permission of Data Provider.

3. The Recipient agrees that the Data Set provided by the Data Provider contains the minimum amount reasonably necessary for the purposes described within the application.
4. Recipient will use appropriate administrative, physical, and technical safeguards, in accordance with the healthcare industry's best practices, to preserve the integrity, security and confidentiality of the Data Set and to prevent its misuse or improper disclosure.
5. Recipient agrees to accept responsibility for their own conduct and the conduct of those authorized under Recipient's direct supervision involved in the relevant project with respect to any and all losses to the extent that they are caused by (1) a breach of this Agreement by Recipient or those authorized under Recipient's direct supervision, or (2) the negligence or willful misconduct of Recipient or those authorized under Recipient's direct supervision.
6. In the case of an improper disclosure of the Data Set, Recipient will report to Data Provider's Privacy Officer at the email addresses and contact information provided herein and the Data Provider within five (5) business days after Recipient learns of such non-permitted use or improper disclosure. Recipient's report will at least: A) identify the nature of the non-permitted use or improper disclosure; B) identify the Data Set content used or disclosed; C) identify who made the non-permitted use or disclosure and who received the non-permitted disclosure; D) identify what corrective action Recipient took or will take to prevent further non-permitted uses or disclosures; E) identify what Recipient did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and F) provide such other information, including a written report, as Data Provider may reasonably request.
7. All notices pursuant to this Agreement must be given in writing and shall be effective when received if hand-delivered, or upon dispatch if sent by reputable overnight delivery service or U.S. Mail to the appropriate address as set forth on the last page of this Agreement.

Notices under this Agreement to Data Provider shall be addressed to:

Chief Research Administrator  
Rush University Medical Center  
Office of Research Affairs  
1653 West Congress Parkway  
Jelke Building, Suite 601  
Chicago, IL 60612

With a copy to:  
General Counsel  
Rush University Medical Center  
RUSH Legal  
1700 West Van Buren, Suite 301  
Chicago, IL 60612

Fax: (312) 942-4233

Notices under this Agreement to Data Provider's Privacy Officer shall be addressed to:

Andrew Reeder  
[andrew\\_reeder@rush.edu](mailto:andrew_reeder@rush.edu)  
(312) 942-2995

With a copy to:  
[Privacy\\_office@rush.edu](mailto:Privacy_office@rush.edu)  
[poffice@rush.edu](mailto:poffice@rush.edu)

8. The Recipient agrees to maintain the privacy of any individual who may be the subject of the information contained in the Data Set and will not attempt to identify or contact any individual who may be the subject of information contained in the Data Set unless approved by the IRB. Unless otherwise expressly agreed to in writing by Data Provider, any sharing of the Data Set with third parties is strictly prohibited. Any such third parties shall enter into a data use agreement, or other similar agreement, prior to dissemination to such third parties of the Data Set, with Data Provider under terms substantially similar to those contained herein.
9. The Recipient understands that the Data Set provided must be properly returned or destroyed, at Data Provider's sole discretion, two (2) years after the date of CAPriCORN application submission ("Return Date") and in compliance with Rush's IT Asset Management Policy and any other relevant policy of Data Provider. The Recipient is responsible for the proper return or destruction of the Data Set promptly upon the Return Date. Upon the Return Date, Recipient will, if feasible: return to Data Provider or destroy the provided data; and obtain from each subcontractor, agent or other recipient that received the provided Data Set, the return or destruction of the Data Set. The return or destruction must include the Data Set, all copies of the Data Set, and any work derived from the Data Set that may allow identification of any individual whose information is contained in the Data Set, in the custody or under the control of Recipient or of such subcontractor, agent or other recipient, whether in tangible or electronic medium.
10. The Recipient agrees to acknowledge the CAPriCORN and PCORnet infrastructure and funding, as described in the Data Report, in any written publication or oral presentation arising from the Data Set and its associated content or results and analyses generated therefrom. The Recipient accepts responsibility for the accurate representation of both the Data Set and interpretation thereof.
11. In the event of a conflict between the terms of this Agreement and the terms of any other policy of Data Provider in relation to this Agreement and the relevant CAPriCORN application, the more stringent policy shall apply.
12. Recipient's obligation to protect the privacy of the Data Set is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement and the relevant CAPriCORN application with respect to any portion of the Data Set Recipient maintains after such termination, cancellation, expiration or other conclusion of this Agreement and the relevant CAPriCORN application.