

The Complete Patient Data Science Repository (PDSR) Curated Data Set in Limited Data Set (LDS) format

Please read the terms of this Data Use Agreement (“Agreement”) carefully before accessing the Complete Patient Data Science Repository Curated Data Set in Limited Data Set format (“PDSR Curated”). The PDSR Curated is a data repository of patient Curated Limited Data Set (“Data”) provided through a secure computing environment (the “Data Enclave”), for the purposes of running queries and performing data exploration to determine the feasibility of using the Data as part of your Research Project (as defined below).

As used in this Agreement, “Limited Data Set” has the meaning set forth in the U.S. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its accompanying regulations, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 45 CFR 164 (the “Privacy Rule”) and may include dates (such as admission dates and birth dates), certain geographic information (cities, states, and zip codes) and patient age, but excludes the following: names, all other postal address information (such as street names/addresses), telephone/fax numbers, electronic mail addresses, Social Security numbers, medical record numbers, health plan beneficiary numbers, account numbers, certificate/license numbers, vehicle identifiers and serial numbers (including license plate numbers), device identifiers and serial numbers, URLs and IP addresses, biometric identifiers (including finger and voice prints), and full face photos and comparable images.

If you are not a Mass General Brigham or Mass General Brigham affiliate employee, you are subject to additional terms as an “External User” as described in Section X. In addition, if you are an External User, the institution you are employed by or a staff member of, are a student of, or otherwise represent in connection with this Research Project (“Home Institution”) is also subject to all terms of this Agreement.

By electronically signing this Agreement, you and your Home Institution agree to the terms set forth herein. This Agreement will apply to all accesses and uses you make to the Data through the PDSR Curated. You may be required to re-sign the Agreement periodically and sign a new Agreement if the terms of access and/or this Agreement change.

I. You agree that you will use the PDSR Curated and all derivatives of the Data only for the purposes described in this Agreement and only for the research project stated in your access request (“Research Project”).

II. You agree that you will use the PDSR Curated in compliance with all applicable laws and regulations.

III. You agree that you will access the PDSR Curated only on [computers or devices that are encrypted according to Mass General Brigham policy](#).

IV. Mass General Brigham Incorporated and the Mass General Brigham Research Information Science and Computing (RISC) department, as the providers of the Data, shall retain ownership of any rights it may have in the Data, and you as the recipient shall not obtain any rights to the Data other than permissions to use the Data as set forth herein.

V. You agree to not copy, transfer, share or in any way remove Data from the Data Enclave and only access the Data through the Data Enclave for the purposes of your Research Project.

VI. You agree to not copy or transfer Data across your project workspaces within the Data Enclave.

VII. You agree that only you will have access to the Data in the PDSR Curated for the purposes of your Research Project. You will not allow others to access, view, or share the PDSR Curated or the Data visible in the PDSR Curated except for Mass General Brigham employees who are approved to access the PDSR Curated for the Research Project and have also signed this Agreement. Without limiting the foregoing, you will not provide access to the PDSR Curated or the Data, or otherwise disclose the Data, to any agents or subcontractors.

VIII. You agree that you will not use the Data to identify or attempt to identify, or to contact or attempt to contact, any of the individuals to whom the data pertain. Without limiting the foregoing, if the Data are coded, you agree that you do not have and will not seek the key to unlock the code.

IX. You accept the Data as-is. Mass General Brigham /RISC makes no representations and extends no warranties of any kind, either express or implied, including no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Data will not infringe any patent, copyright, trademark, or other proprietary rights.

X. Additional requirement for External User: Except to the extent prohibited by law, you and your Home Institution assume all liability for damages which may arise from your use, storage, disclosure, or disposal of the Data. Mass General Brigham will not be liable to you or your Home Institution for any loss, claim, or demand made by you or your Home Institution, or made against you or your Home Institution by any other party, due to or arising from the use of the Data by you, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Mass General Brigham. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

XI. You agree that you (i) will not use or disclose any Data other than as permitted by this Agreement or as otherwise required by law, and to not use the Data in a manner that would violate the Privacy Rule if done by Mass General Brigham; (ii) will use appropriate safeguards to prevent use or disclosure of the Data other than as provided for by this Agreement; and (iii) will report within five (5) days to the Research

Information Science and Computing (RISC) department as the provider of the Data (at MGBRISCDataSolutions@partners.org) and your institution's Privacy Office any use or disclosure of the Data not provided for by this Agreement of which you become aware. You also agree that in the event of a breach or violation of this Agreement, Mass General Brigham /RISC has the right to report the problem to relevant institutional offices/officials and to the U.S. Secretary of Health and Human Services and to take other appropriate action, including but not limited to terminating this Agreement and the permissions granted herein.

XII. If in the course of this Agreement, you are provided, obtain, or have access to any patient identifying information, (i) you will not use, publish, or disclose such patient identifying information in any manner whatsoever; (ii) you will report within twenty-four (24) hours to the Research Information Science and Computing (RISC) department as the provider of the Data (at MGBRISCDataSolutions@partners.org) and your institution's Privacy Office of its discovery of any such patient identifying information in your possession, which is improperly used, copied, or removed by anyone except an authorized representative of Mass General Brigham. You shall cooperate with Mass General Brigham in taking such steps as are deemed appropriate by Mass General Brigham to enjoin the misuse, regain possession of such patient identifying information, and otherwise protect Mass General Brigham's rights and patients' privacy.

XIII. Upon request, you agree to return or destroy the Data and all derivatives of the Data upon conclusion of the Research Project or termination of this Agreement and in the case of destruction, provide RISC (at MGBRISCDataSolutions@partners.org) with certification of destruction.

Certification of Recipient Investigator: I have read and understood the terms outlined in this Data Use Agreement, and I agree to abide by them when accessing the PDSR Curated and Data therein and when using the Data for my Research Project.

Signature should record:

Date

Full Name

Check box attestation to reading and agreeing to DUA