

ICPSR 4050

Charleston Heart Study, 1960-2000

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Data Use Agreement

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Terms of Use

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<http://www.icpsr.umich.edu/cocoon/ICPSR/TERMS/4050.xml>

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**Charleston Heart Study
DATA USE AGREEMENT**

This data use agreement (the “Agreement”) is by and between The Medical University of South Carolina (MUSC) with its principal place of business in Charleston, South Carolina, and the University of Michigan (UM) and its effective date as of January 1, 2004 (the “Effective Date”).

WHEREAS, both MUSC and UM maintain certain information that each wishes to use and /or disclose for research, public health, or health care operations such as quality assurance or benchmarking purposes permitted under 42 C.F.R. 164.514(e):

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. MUSC shall provide UM with access to certain data (the “Limited Data Set”) in accordance with the terms and conditions of this Agreement. Under no circumstances shall MUSC or UM be required under this Agreement to provide the other party with any information that does not qualify as part of a “limited data set” under 42 C.F.R. 164.514(e).
2. The following individuals (the “Authorized Parties”) are authorized to use the Limited Data Set or any part of it on behalf of MUSC or UM and agree to abide by the terms of this Agreement:

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

3. The parties, and any Authorized Party on the parties behalf, may use the Limited Data Set only for the following purposes:

UM may use the data to create a registry to be used for quality assurance, bench marking and research with appropriate permission and in accordance with the requirements of the “Common Rule” 45 CFR 46 and the Privacy regulations 45 CFR 160 and 164.

Through the Inter-university Consortium for Political and Social Research (ICPSR), UM may provide the Limited Data Set to other researchers at other institutions, provided that UM and the researchers at the other institutions involved also enter into a data use agreement, which has the same stipulations as outlined in section 4 of this Agreement.

4. The Parties agree as follows:
 - ✓ Not to use or further disclose the Limited 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 the other party any use or disclosure of the Limited Data Set or any part of it not provided for by this Agreement of which MUSC or UM or any Authorized Party becomes aware.
 - ✓ To ensure any agents, including subcontractors, to whom a Party provides the Limited Data Set or any part of it to agree to the same restrictions and conditions that apply to the Parties under this Agreement.
 - ✓ Not to use the information contained in the Limited Data Set to identify the individuals whose information is contained in the Limited Data Set, nor to contact them under any circumstances.
5. In the event MUSC or UM becomes aware of any use of the Limited Data Set or any part of it that is not authorized under this Agreement or required by applicable law, they may (i) terminate this Agreement upon notice; (ii) disqualify (in whole or in part) the Party at fault and/or any Authorized Parties from receiving protected health information in the future; and/ or (iii) report the inappropriate use or disclosure to the Secretary of the Department of Health and Human Affairs Further sanctions may apply under 42 C.F.R. parts 160 and 164. WHEREFORE, the parties, through their authorized representatives, hereby accept and agree to the terms and conditions of this Agreement.

By: _____

By: _____

Signature: _____

Signature: _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

PI/Researcher Signature /Date

Completed forms should be returned to:

Director, National Archive of Computerized Data on Aging
 Inter-university Consortium for Political and Social Research
 Institute for Social Research
 P.O. Box 1248
 University of Michigan
 Ann Arbor, MI 48106-1248

fax: 734-647-8200.