

RESEARCHER DATA USE AGREEMENT

This Data Use Agreement is entered into between the United States Eye Injury Registry (“USEIR”), and the undersigned Researcher (“Researcher”) as of this 14th day of April, 2003 as follows:

Recitals

WHEREAS, USEIR provides an eye injury registry which provides de-identified public health eye injury information to a variety of sources and which may allow researchers to utilize aggregated date of injury and age information (“PHI”) for research purposes when the research project meets the approval of USEIR’s Privacy Board as set forth hereinbelow;

WHEREAS, Researcher and USEIR desire to enter into this Agreement to address the release and use of such information.

NOW THEREFORE, the parties agree as follows:

1. **Release of Information.** USEIR will release to Researcher for research purposes, aggregate, de-identified data as approved by the Privacy Board on the attached research request. Information will be released in accordance with § 164.514 (e) of the HIPAA regulations (“the Information”).
2. **Use and Disclosure.** Researcher agrees that it will only use the Information for the research purposes on the attached research request, which research is related to the cause, prevalence and/or treatment of eye injuries.
3. **Confidentiality.** Researcher hereby agrees that at all times during the term of this Agreement, and thereafter, it shall neither identify the Information nor contact any of the individuals pertaining to the Information. Researcher warrants that the PHI is relevant and necessary for the research project and the disclosure is no broader than necessary to achieve the research objectives. Research shall not use the information provided hereunder for any purpose other than as approved in such research request.
 - a. **Security Safeguards.** Researcher shall implement a security program that includes administrative, technical and physical safeguards designed to prevent the accidental or otherwise unauthorized use or disclosure of PHI.
 - b. **Reporting and Mitigating Unauthorized Uses and Disclosures of PHI.** Immediately upon notice to Researcher, Researcher shall report to USEIR any uses or disclosures of PHI not authorized by this Agreement. Researcher shall use its best efforts to mitigate the deleterious effects of any use or disclosure of PHI not authorized by this Agreement or the Business Associate Agreement of even date herewith. Further, in the notice provided to USEIR by Researcher regarding unauthorized uses

and/or disclosures of PHI, Researcher shall describe the remedial or other actions undertake or proposed to be undertaken regarding the unauthorized use or disclosure of PHI.

- c. Affiliates, Agents, Subsidiaries and Subcontractors. Researcher shall require that any agents, affiliates, subsidiaries or subcontractors, to whom it provides PHI received from, or created or received by Researcher on behalf of USEIR, agree in writing to the same use and disclosure restrictions imposed by USEIR by this Agreement.
- d. Ownership of Information. During the term of this Agreement, USEIR and any authorized subcontractors (researchers) shall have the right to use the PHI solely for the purposes set forth in this Agreement.

4. **Term and Termination.**

- a. Term. This Agreement shall be for a term of five years, commencing on April 14, 2003 and ending on April 13, 2008 (“Initial Term”). This Agreement shall automatically renew for successive five (5) year periods (“Renewal Term”) unless one party notifies the other party of its intent not to renew within sixty (60) days prior to end of the Initial Term or any Renewal Term.
- b. Termination for Cause. Either party may terminate this Agreement if the other has a receiver or trustee appointed for any or all of its property, becomes insolvent or otherwise is unable to pay its debts as they mature, makes an assignment for benefit of creditors, becomes subject to bankruptcy proceedings or is dissolved or liquidated.

5. **Miscellaneous.**

- a. Change in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, USEIR shall notify Researcher of any actions it reasonably deems are necessary to comply with such changes, and Researcher promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, either party may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues. If, within fifteen (15) days following the notice, the parties are unable to agree upon such amendments, either party may terminate this Agreement by giving the other party at least thirty (30) days written notice.
- b. Amendments. By mutual consent of the parties this Agreement may from time to time be modified or amended in writing and such written

modifications signed by the parties shall be attached to and become part of this Agreement.

- c. Severability and Survival. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. The obligations of the parties to the PHI shall survive the termination of this Agreement.
- d. Counterparts. This Agreement may be executed in counterparts, any of which is considered to be an original agreement.
- e. Governing Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to the HIPAA laws and regulations. All other aspects of this Agreement shall be governed under the laws of the State of Alabama, and venue for any actions relating to this Agreement shall be proper in Jefferson County, Alabama.
- f. Assignments/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the USEIR respective legal representatives, successors and assigns. Researcher may not assign or subcontract the rights or obligations under this Agreement without the express written consent of USEIR.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior discussions, negotiations and services for like services.
- h. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and thUSEIR respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- i. Intent to Comply with Laws. This Agreement shall be construed consistently with all Privacy Laws and in favor of the protection of PHI.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the 14th day of April, 2003.

RESEARCHER

**UNITED STATES EYE INJURY
REGISTRY**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title _____

Title _____

Date _____

Date _____