Data Use Agreement FOR

IBM Watson Health marketscan® commercial claims and encounters database, marketscan® medicare supplemental database, and marketscan® lab database

This agreement (“Agreement”) establishes the terms and conditions under which user(s) (“User”) (listed below) will obtain and use data (“Data”) in specified data sets (“File(s)”) of the International Business Machines Corporation (“IBM”) MarketScan® Commercial Claims and Encounters Database (“CCAE”), the MarketScan® Medicare Supplemental Database (“MDCR”), and/or the MarketScan® Lab Database (“LAB”), maintained by the University of North Carolina at Chapel Hill’s Cecil G. Sheps Center for Health Services Research (“Sheps Center”). The User’s work with Data has been approved by the faculty member or supervisor (“Supervisor”) (listed below)who will oversee the User’s use of the Data.

[Print names below.]

Supervisor or Sole User: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

User(s): 1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 4.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 5.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 6.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A. DATA**

1. Pursuant to the terms and conditions of this Agreement, User(s) may obtain from Sheps Center the following extracts, subsets, or derivatives of the Data: [select all that apply]

 (a) DATASETS:

 \_\_\_\_\_ CCAE (Commercial Claims and Encounters)

 \_\_\_\_\_ All Available Years (2000-2018 available) or

 \_\_\_\_\_ Only Years \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_ MDCR (Medicare Supplemental)

\_\_\_\_\_ All Available Years (2000-2018 available) or

 \_\_\_\_\_ Only Years \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_ LAB

\_\_\_\_\_ All Available Years (2007-2018 available) or

 \_\_\_\_\_ Only Years \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. User may retain the above-listed extracts, subsets, or derivatives of the Database until December 31, 2020, hereinafter known as the “retention expiration date.” User agrees that no later than the retention expiration date, User shall either complete a new Data Use Agreement, return the data to Sheps Center or destroy the above-listed extracts, subsets, or derivatives of the Database and send the Sheps Center a written certification of data disposition. User shall not retain any of these data after the retention expiration date.

**B. DATA USE**

1. User agrees not to use Data for any purposes other than internal use for research projects and as support data in publication of the research on a nonexclusive basis, provided that the source of the Data is attributed to IBM Watson Health by inclusion of the following copyright notice with the data: Copyright © YYYY [use copyright year on or in media or packaging material in which Data is delivered] IBM Watson Health. All Rights Reserved.

Additional terms and conditions are as follows:

i. User agrees to use the Data only in the United States.

ii. The License is granted for use only at Sheps Center.

User agrees to access data only on the pre-specified secure server. **Copying the data to desktop computers, laptop computers or other devices outside of the pre-specified server is prohibited.**

iii. All documentation is to be used only in support of authorized uses of the data.

iv. The system administrator of the secure server may make a reasonable number of copies of the Data for archival or backup purposes only. No other copies shall be made without IBM Watson Health’s prior written consent. User shall not remove, alter or destroy any form of copyright notice, proprietary marking or confidential legend placed upon or contained within the Data. All such notices, markings and legends must be included or reproduced on or in any copies made. User may not copy the Documentation from the secure server.

v. User agrees not to attempt to establish data linkages between the Data and any other public or private data for the purposes of identification of employees, beneficiaries, patients or other individuals. If the identity of any person or establishment is discovered inadvertently, then (A) no use will be made of this knowledge, (B) the information that would identify any person or establishment will be safeguarded or destroyed and (C) no one else will be informed of the discovered identity.

2. User agrees not to use the Data to disseminate any information that may identify, directly by name or by inference, establishments who have been described in or who may have been the source of Data (including, but not limited to hospitals, healthcare facilities, clinics, surgery centers, long-term care facilities, rehabilitation facilities, substance abuse facilities, psychiatric facilities) without prior written approval from the Sheps Center. When the identities of establishments are not provided in the File(s), User agrees not to attempt to use Data to identify any establishment who has been described in or who may have been the source of Data. Methods that may lead to the identification of an establishment might include, but are not limited to:

* Identifying a facility by name
* Inferring a facility by county location
* Inferring a facility by zip code location
* Inferring a facility by bed size, academic medical center status or specialty

3. User agrees not to contact any establishment for the purpose of verifying information supplied in the Database. User agrees to refer all questions about the Data in the Database to the Sheps Center only.

4. User agrees to use the data only for projects explicitly approved and led by Supervisor.

5. User agrees to maintain Data only in the secure server environment described above with adequate security mechanisms and procedures to protect the Data from being viewed, “loaned,” or otherwise conveyed by this Agreement to anyone other than those individuals who have signed this agreement.

6. User agrees that within five (5) business days of becoming aware of any unauthorized access, use or disclosure of Data, User will report the unauthorized access, use or disclosure to Sheps Center in writing.

1. User agrees to abide by all other stipulations specified in the dually executed data use agreement between the University of North Carolina at Chapel Hill and IBM Watson Health, including license fees pertaining to grant-funded or other funded research and dissertation projects.
2. User agrees not to make any statement indicating or suggesting that interpretations drawn are those of the Sheps Center.
3. For any published research material resulting from User’s use of Data, User shall provide an abstract and reference to the Sheps Center.

10. In all reports or published material based on Data User shall acknowledge the following source: Copyright ©YYYY [use copyright year on or in media or packaging material in which Data is delivered] IBM Watson Health. All Rights Reserved.

**C. OTHER TERMS AND CONDITIONS**

1. User agrees to indemnify, defend, and hold harmless the Sheps Center and IBM Watson Health, from any or all claims and losses accruing to any person, organization, or other legal entity as a result of User’s violation of this Agreement.

2. This Agreement shall be governed in all respects by the laws of the State of North Carolina.

3. User understands and agrees that a violation of any of the terms and conditions of this Agreement may also be a violation of state and/or federal statutes and subject to the criminal, civil and administrative penalties associated with violations of those statutes, in addition to constituting a material breach of this Agreement with attendant legal liabilities.

4. **All notices, contractual correspondence, and transmission of Data** under this Agreement shall be made in writing and delivered to the following:

To Sheps Center: Mark Whelan\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(address, phone number, fax, email) 725 Martin L King Jr Blvd, CB 7590 Chapel Hill, NC 27599-7590

 mwhelan@email.unc.edu

919-966-8446

To Supervisor of the User (or sole User): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(address, phone number, fax, email) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. The term of this Agreement shall become effective upon final execution and shall continue in effect through the retention expiration date specified above or until earlier terminated.

6. In the event of a material breach of this Agreement by User, Sheps Center may terminate this Agreement immediately by providing written notice to User. Upon termination by Sheps Center, User shall immediately either return to Sheps Center or destroy at Sheps Center’s discretion and directive the above-listed File(s) and any derivative File(s) of Data and shall not retain any File(s) and/or any derivative File(s) of Data.

7. This Agreement may be amended or modified only by mutual written consent of the authorized representatives of Sheps center and User. Both parties agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority.

8. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

The SUPERVISER or sole USER has executed this Agreement as set forth below.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed)

PROJECT/CLASS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATA SERVER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned individuals, (USER(S)) in consideration of their use of the Data, certify that they have read this Data Use Agreement for the Database(s) specified above and agree that they will fully comply with the terms of this Agreement.

1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed)

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed)

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed)

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed)

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed)

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed)

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_