

## DATA USE AGREEMENT

This Agreement is entered into by and between the **Chicago Department of Public Health ("Department")** and Institution A ("**Recipient**").

This data use agreement certifies that the following limited data sets as defined in the attached Schedule A of this agreement are to be released from the Department, by and through the Department's Office of Epidemiology and Public Health Informatics, to the Recipient for the express limited activities and purposes as defined in the attached Schedule B of this agreement.

The parties do hereby agree to as follows:

1. The Recipient, and its employees, agents shall comply with all federal, Illinois and City of Chicago laws relating to use of protected health information, including but not limited to the federal Health Insurance Portability and Accountability Act.
2. The Recipient's use of the data is restricted to the following activity and purposes defined in the attached Schedule B of this Agreement.
3. Any and all data and/or vital records certificates that may lead to the identity of any registrant or parent, research subject, physician, informant, other person, or hospital is strictly privileged and confidential, and the Recipient agrees to keep all this data strictly confidential at all times. At no time will attempts be made to link the data with individually identified records in another database.
4. All Recipient officers, agents and employees will keep all this data strictly confidential, will communicate the requirements of this agreement to all Recipient officers, agents, and employees, and will notify the Department in writing within twenty-four (24) hours of any violation of this agreement, including full details of the violation and corrective actions to be taken.
5. All data provided by the Department pursuant to this agreement may only be used for the purpose as defined in the attached Schedule B of this Agreement and any other or additional use of the data may result in immediate termination of this agreement by the Department.
6. All data provided by the Department pursuant to this agreement is the sole property of the Department and may not be copied or reproduced in any form or manner, and the recipient agrees to properly destroy all data and all copies and reproduction of the data upon fulfillment of the purpose as defined in the attached Schedule B of this Agreement.

## Data Use Agreement

7. Any breach of any of the provisions of the agreement will void the agreement. All data previously provided by the Department, including any copies of the data, regardless of form, will be returned to the Department immediately. No further data will be released to, nor agreements entered into with, the Recipient and collaborators for a period of time to be determined by the Department.
8. When analyses or summaries of the data are disclosed in a grant application, newsletter, report, conference or meeting abstract, peer-reviewed publication, or presentation that is made to an audience including attendees not affiliated with the Recipient,
  - the following statement will appear within the body of the work: *These data were derived by the Chicago Department of Public Health from a record set supplied by the Illinois Department of Public Health (IDPH). IDPH specifically disclaims responsibility for any analysis, interpretations, or conclusions.*
  - the following information will be reported to the Department in writing within fourteen (14) days: document reference, or title, date, and location of presentation.
9. The term of this agreement shall commence as of the Effective Date and shall continue for so long as Recipient retains the data, unless sooner terminated as set forth in this agreement.
10. This document, including the attached Schedules A and B, constitute the agreement in its entirety and there shall be no deviation from the terms unless expressly agreed and executed to by the parties by way of written amendment.

Entered into and agreed to by the following and effective upon whichever signatory date is the latter.

FOR THE DEPARTMENT:

---

First Last  
Director of Epidemiology  
Chicago Department of Public Health

---

Date

FOR THE RECIPIENT:

---

First Last  
Executive Director  
Institution A

---

Date

## DATA USE AGREEMENT

### SCHEDULE A

This Agreement is entered into by and between the **Chicago Department of Public Health (“Department”)** and Institution A (**“Recipient”**).

This schedule A to this data use agreement certifies that the following limited data sets are to be released to the Recipient by the Department.

#### **Limited Data Sets:**

Counts of deaths by Chicago census tract for which prostate cancer is the underlying cause, for males ages 65 and over, stratified by non-Hispanic white, non-Hispanic black, Hispanic, and other, for the year 2005.

**There shall be no deviation from or addition to the above list of limited data sets unless expressly agreed and executed to by the parties by way of written amendment.**

## DATA USE AGREEMENT

### SCHEDULE B

This Agreement is entered into by and between the **Chicago Department of Public Health (“Department”)** and Institution A (“Recipient”).

This schedule B to this data use agreement certifies that the following limited purposes and activities for which the Recipient may use the limited data sets released to the Recipient by the Department.

**Limited Purposes and Activities:**

Grant proposals and publication of report on prostate cancer mortality trends in Chicago.

**There shall be no deviation from or addition to the above list of limited data sets unless expressly agreed and executed to by the parties by way of written amendment.**