University of California Social Networks Study (UCNets)
DATA USE AGREEMENT

Background

The use of these data is allowed only for the signees to this agreement.

Data Use Agreement: A data use agreement is the means by which covered entities obtain satisfactory assurances that the recipient of the data set will not use or disclose any gleaned personal information in the data set, and will use these data only for scholarly research purposes.

Attribution, Sharing and Adapting the Data Use Agreement

We encourage you:
- **to request** — to email us and request the materials
- **to share** — to copy, distribute, and transmit the work
- **to adapt** — to adapt the work to suit your needs

Under the following conditions:

With the understanding that we might contact you: We are interested in gathering information regarding those who are using the material and how they are using it. We may contact you by email to solicit information on how you have used the materials or to request collaboration or input on future activities.

Until such time as these data are made publicly available through ICPSR or other sources, redistribution of these data is not allowed.

DATA USE AGREEMENT FOR LIMITED DATA SETS

This Data Use Agreement ("Agreement"), effective as of _____, 20___ ("Effective Date"), is entered into by and between _____ ("Recipient") and the UC Berkeley Social Networks Study (UCNets) ("Covered Entity"). The purpose of this Agreement is to provide Recipient with access to an unpublished data set for use in the following titled research project: _____ under the direct supervision of _____ (Principal Investigator.
7

1. <u>Preparation of the Data Set.</u> Covered Entity shall prepare and furnish to Recipient an unpublished data set. Covered Entity shall retain Recipient as a Business Associate (pursuant to an appropriate Business Associate Agreement) and direct recipient, as its Business Associate, to prepare such Data Set.
NOTICE: This agreement is valid only if the Data do not include any of the following "Prohibited Identifiers": Names; postal address information other than town, cities, states and zip codes; telephone and fax numbers; email addresses, URLs and IP addresses; social security numbers; certificate and license numbers; vehicle identification numbers; device identifiers and serial numbers; biometric identifiers (such as voice and fingerprints); and full face photographs or comparable images.

2. <u>Attribution</u>: In freely using the materials, we require that you acknowledge the UCNets research project (Claude Fischer, PI), and the funding agency: The National Institute on Aging, R01 AG041955. Any work published from these data must cite the funding agency, and follow rules regarding Public Access (https://publicaccess.nih.gov/), that is, submitting peer-reviewed articles to PubMed Central, obtaining a PMCID number, and linking the publication to the grant.

   Suggested attribution: "We acknowledge the support from NIA, grant R01AG041955, in providing data used in the analysis."

3. <u>Responsibilities of Recipient.</u> Recipient agrees to:

   a. Use or disclose the Data Set only as permitted by this Agreement or as required by law;

   b. Use appropriate safeguards to prevent use or disclosure of the Data Set other than as permitted by this Agreement or required by law;

   c. Report to Covered Entity any use or disclosure of the Data Set of which it becomes aware that is not permitted by this Agreement or required by law, <u>including the presence of prohibited identifiers</u> in the Data Set;

   d. Require any of its subcontractors or agents that receive or have access to the data set to agree to the same restrictions and conditions on the use and/or disclosure of the data set that apply to Recipient under this Agreement; and

   e. Not use the information in the Data Set, alone or in combination to identify or contact the individuals who are data subjects.

4. <u>Permitted Uses and Disclosures of the Data Set.</u> Recipient may use and/or disclose the Data Set only for the Research described in this Agreement and/or as required by law.

5. <u>Term and Termination.</u>

   a. <u>Term.</u> The term of this Agreement shall commence as of the Effective Date and terminate 3 years from Effective Date. Should the Recipient desire to keep the Data Set for a longer period, a justification in writing should be made to the Covered Entity.

   b. <u>Termination by Recipient.</u> Recipient may terminate this agreement at any time by notifying the Covered Entity and returning or destroying the Data Set.

   c. <u>Termination by Covered Entity.</u> Covered Entity may terminate this agreement at any time by providing thirty (30) days prior written notice to Recipient.

   d. <u>For Breach.</u> Covered Entity shall provide written notice to Recipient within ten (10) days of any determination that Recipient has breached a material term of this Agreement. Covered Entity shall afford Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by Covered Entity.

e.   <u>Effect of Termination.</u> Sections 2, 3 and 4 of this Agreement shall survive any termination of this Agreement under subsections c or d.

6. <u>Miscellaneous</u>.

a.   <u>Change in Law.</u> The parties agree to negotiate in good faith to amend this Agreement to comport with changes in federal law that materially alter either or both parties' obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 6.

b.   <u>Construction of Terms.</u> The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations.

c.   <u>No Third Party Beneficiaries.</u> Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

d.   <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

COVERED ENTITY

By: _____

Print Name: <u>Leora Lawton</u>

Title: <u>Director, UCNets</u>

RECIPIENT

By: _____

Print Name: _____

Title: _____