



# Synthetic Healthcare Database for Research Data Use Agreement

**Agency for Healthcare Research and Quality (AHRQ)**

**U.S. Department of Health and Human Services**

**WARNING: ANY EFFORT TO DETERMINE THE IDENTITY OF INDIVIDUALS OR ESTABLISHMENTS IS PROHIBITED BY LAW AND SUBJECT TO FEDERAL PENALTY.**

This Data Use Agreement (“Agreement”) governs the disclosure and use of data in the Synthetic Healthcare Database for Research (SyH-DR), which is maintained by the Agency for Healthcare Research and Quality (AHRQ). Section 944(c) of the Public Health Service Act (42 U.S.C. §299c-3(c)) (“the AHRQ Confidentiality Statute”) requires that data collected by AHRQ that identify individuals or establishments be used only for the purpose for which they were supplied. SyH-DR may only be used for research, analysis, and aggregate statistical reporting projects. AHRQ does not authorize the use of SyH-DR for commercial or competitive purposes affecting establishments; to determine the rights, benefits, or privileges of individuals or establishments; for criminal and civil litigation, including expert witness testimony; for law enforcement activities; or for any other purpose incompatible with the AHRQ Confidentiality Statute.

**The undersigned data recipients provide the following assurances concerning SyH-DR:**

## **Protection of Individuals**

- I will not release or disclose any information that directly or indirectly identifies persons. This includes attempts to identify individuals through the use of vulnerability analysis or penetration testing.

## **Protection of Establishments**

- I will not publish or report, through any medium, data that could identify individual establishments directly or by inference.
- When the identities of establishments are not provided in the datasets, I will not attempt to use the dataset to learn the identity of any establishment.

## **Limitations on Data Use, Sharing, and Disclosure**

- I will not use or disclose the dataset, or any part thereof, except for research, analysis, and aggregate statistical reporting, and only as permitted by this Agreement.
- I will not use the dataset for unauthorized purposes. AHRQ does not authorize the use of SyH-DR for commercial or competitive purposes affecting establishments; to determine the rights, benefits, or privileges of individuals or establishments; for criminal and civil litigation, including expert witness testimony; for law enforcement activities; or for any other purpose incompatible with the AHRQ Confidentiality Statute.

- I will not redistribute SyH-DR by posting on any website or publishing in any other publicly accessible online repository. If a journal or publication requests access to data or analytic files, I will cite restrictions on data sharing in this Agreement.

### **Safeguards**

- I will ensure that the data are kept in a secured environment and that only authorized users (individuals who have signed the Agreement) will have access to the data.

### **Responsibility**

- I acknowledge and affirm that I am personally responsible for compliance with the terms of this Agreement, to the exclusion of any other party, regardless of such party's role in sponsoring or funding the research that is the subject of this Agreement.
- I acknowledge and affirm that interpretations, conclusions, and/or opinions that I reach as a result of my analyses of the datasets are my interpretations, conclusions, and/or opinions, and do not constitute the findings, policies, or recommendations of the U.S. Government, the U.S. Department of Health and Human Services, or AHRQ.
- I will acknowledge in all reports based on these data that the source of the data is the "Synthetic Healthcare Database for Research (SyH-DR), Agency for Healthcare Research and Quality."
- I will indemnify, defend, and hold harmless AHRQ and the data organizations that provide data to AHRQ for SyH-DR from any or all claims and losses accruing to any person, organizations, or other legal entity as a result of violation of this Agreement. This provision applies only to the extent permitted by Federal and State law.
- I agree to report the violation or apparent violation of any term of this Agreement to AHRQ without unreasonable delay and in no case later than 30 calendar days of becoming aware of the violation or apparent violation.

### **Terms, Breach, and Compliance**

Any violation of the terms of this Agreement shall be grounds for immediate termination of this Agreement. AHRQ shall determine whether a data recipient has violated any term of the Agreement. AHRQ shall determine what actions, if any, are necessary to remedy a violation of this Agreement, and the data recipient(s) shall comply with pertinent instructions from AHRQ. Actions taken by AHRQ may include but not be limited to providing notice of the termination or violation to affected parties and prohibiting data recipient(s) from accessing SyH-DR in the future.

In the event AHRQ terminates this Agreement due to a violation or finds the data recipient(s) to be in violation of this Agreement, AHRQ may direct that the undersigned data recipient(s) immediately return all copies of the SyH-DR to AHRQ or its designee without refund of purchase fees.

**Acknowledgment**

I understand that this Agreement is requested by the United States Agency for Healthcare Research and Quality to ensure compliance with the AHRQ Confidentiality Statute.

I understand that a violation of the AHRQ Confidentiality Statute may be subject to a civil penalty of up to \$10,000 under 42 U.S.C. §299c-3(d) and that deliberately making a false statement about this or any matter within the jurisdiction of any department or agency of the Federal Government violates 18 U.S.C. § 1001 and is punishable by a fine, up to 5 years in prison, or both.

My signature indicates that I understand the terms of this Agreement and that I agree to comply with its terms.

Signed: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Affiliation: \_\_\_\_\_

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

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