University of Minnesota Data use agreement for Accessing IBM marketscan® commercial claims and encounters database and marketscan® medicare supplemental 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 IBM MarketScan® Commercial Claims and Encounters Database (“CCAE”) and the MarketScan® Medicare Supplemental Database (“MDCR”) maintained by the University of Minnesota’s Clinical and Translational Science Institute (CTSI) Best Practices Integrated Informatics Core (“BPIC”). 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. Access to data will follow the data procedures of CTSI BPIC (<https://z.umn.edu/bpic>).

[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 BPIC the following extracts, subsets, or derivatives of the Data: [select all that apply]

 (a) DATASETS:

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

 \_\_\_\_\_ All Available Years (2013-2017 available) or

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

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

\_\_\_\_\_ All Available Years (2013-2017 available) or

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

2. User may retain the above-listed extracts, subsets, or derivatives of the Database until May 14, 2022, 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 BPIC or destroy the above-listed extracts, subsets, or derivatives of the Database and send the BPIC a written certification of data disposition. User shall not retain any of these data after the retention expiration date.

**B. DATA REQUEST**

1. To initiate a consultation/data request, a researcher needs to submit a request to CTSI Best Practices integrated Informatics Core (BPIC): <http://z.umn.edu/bpic>
2. The request will follow CTSI BPIC data request procedures ([https://www.ctsi.umn.edu/sites/ctsi.umn.edu/files/bpic\_data\_request\_procedures.pdf)](https://www.ctsi.umn.edu/sites/ctsi.umn.edu/files/bpic_data_request_procedures_1.pdf) that are approved by UMN IRB, Office of Compliance, Center of Excellence or HIPAA Data, CTSI and mutual agreements with data providers.

**C. 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 MarketScan® 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] International Business Machines Corporation. All Rights Reserved.

Additional terms and conditions are as follows:

1. User agrees to use the Data only in the United States.
2. The License is granted for use only within the University of Minnesota Academic Health Center Information Exchange Data Shelter. **Copying the data to desktop computers, laptop computers or other devices outside of the pre-specified server is prohibited.**
3. All documentation is to be used only in support of authorized uses of the data.
4. 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.
5. User agrees that they may not publish or report any analysis or information derived from MarketScan data that reports individual states in isolation, or that reports smaller geographic areas. Users that want to report or publish information on individual states or smaller geographic regions must notify BPIC in advance and a request will be made by BPIC to IBM for review and possible approval. Approvals is not guaranteed and will be reviewed on a case-by case basis.

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 BPIC. 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 BPIC only.

4. User agrees to use the data only for projects explicitly approved and led by Supervisor. These data are not to be used for unsupervised student projects and the Supervisor accepts responsibility for overseeing compliance with the terms of this contract for any Users they oversee.

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 and authorized to have access to data as per CTSI BPIC data procedures.

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 BPIC in writing (bpic@umn.edu).

1. User agrees to abide by all other stipulations specified in the dually executed data use agreement between the University of Minnesota and IBM, including license fees pertaining to grant-funded or other funded research and dissertation projects. Check Exhibit ‘A’ for the structure fee.
2. User agrees not to make any statement indicating or suggesting that interpretations drawn are those of the BPIC.
3. For any published research material resulting from User’s use of Data, User shall provide an abstract and reference to BPIC.

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] International Business Machines Corporation. All Rights Reserved.

1. **RESTRICTIONS**
2. Data access is **not** permitted to researchers in other institutions and who are not UMN staff.
3. Use of the data in a classroom setting is **not** authorized under this Agreement.
4. Analyses and reports **cannot** be run on anything at the state level of smaller geographic area
5. Student Projects:
6. Data access is **not** permitted for independent student projects. Students may only access the data as a member of an approved faculty member’s research staff under their direct supervision. Any faculty member who supervises student research agrees to oversee all aspects of research projects involving MarketScan ® and takes responsibility for student compliance with the terms of this DUA.
7. Qualified students (as per ‘a’ above) must submit a request to use the data for their dissertation using the form in Exhibit B along with a short thesis summary identifying approach and methodologies.
8. Dissertation research with the data shall be approved by the student’s university sponsor/supervisor and by IBM before access for this use is permitted.
9. All student research requiring the use of enrollee level or claims level data must be completed while the student is enrolled at (or governed by some legal agreement with) the university.
10. The student and University shall share the completed dissertation with IBM.
11. The fees for each student dissertation data use shall be $1,000 and these fees shall be paid to IBM by the university upon approval of data use.
12. No-cost dissertation-support may be provided by IBM on an approved case by-case basis.

**D. OTHER TERMS AND CONDITIONS**

1. User agrees to indemnify, defend, and hold harmless the BPIC and IBM, 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 Minnesota.

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:

BPIC: Gretchen Sieger\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(address, phone number, email) 8100-15 Phillips-Wangensteen Building 516 Delaware S.E.

 Minneapolis, MN 55455

Siege022@umn.edu (T) 612-626-7495

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, BPIC may terminate this Agreement immediately by providing written notice to User. Upon termination by BPIC, User shall immediately either return to BPIC or destroy at BPIC’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 BPIC 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

Fees Structure

1. The UMN-IBM agreement covers the data license fees for faculty and research staff (full-time and part-time employees) of the following units:

|  |  |  |
| --- | --- | --- |
| Medical School | College of Pharmacy | School of Public Health |
| School of Nursing | School of Dentistry | Carlson School of Management |

1. Incremental Fees:
	1. Proposals for externally funded research studies: $30,000 per study.
	2. Commercially funded research study: $60,000 per study.
	3. Client will promptly notify IBM when new MarketScan-based research contracts/grants are proposed and awarded.
2. CTSI BPIC staff effort for extracting, preparing and sharing the data will be estimated and charged to the data requester. CTSI BPIC rates will apply: <http://z.umn.edu/bpic>
3. The fees for each student dissertation data use shall be $1,000 and these fees shall be paid to IBM by the university upon approval of data use. (Check section ‘C’ of this agreement for student projects)

**EXHIBIT B to TRANSACTION DOCUMENT**

**WITH UNIVERSITY OF MINNESOTA, INSTITUTE FOR HEALTH INFORMATICS**

**Request for Use of Licensed Data by Ph.D. Candidate**

|  |  |
| --- | --- |
| Candidate Name: |  |
| Affiliated with what Department at the University of Minnesota: |  |
| Email Address: |  |
| Telephone: |  |
| Doctoral Candidate Signature: |  |
|  |  |
| Dissertation Title: |  |
| Dissertation Description: (if more space is needed, please attach a separate sheet) |  |
| Anticipated Completion Date of Dissertation: |  |
|  |  |
|  University of Minnesota Faculty Advisor: |  |
| Email Address: |  |
| Telephone: |  |
| Signature: |  |
| Date: |  |
|  |  |
| IBM Approver: |  |
| Signature: |  |
| Date: |  |
|  |  |
| **Total Fees Due to IBM:** |  |

By providing signature on this form, both Data Licensee and Doctoral Candidate are agreeing to adhere to the terms and conditions of the Agreement and as amended.

A completed signed form in PDF format shall be returned to Monica Arellano at IBM Watson Health as follows for final handling and billing: monica.arellano@us.ibm.com

Fully executed copies will be maintained by IBM Watson Health.