

ENACT Secure Enclave and Limited Data Set Data Use Agreement

This Access Agreement (the “Agreement”) is between you as an individual (“you” and “your”) and the ENACT Program (“we,” “our,” or “us”). You have been authorized by us to access ENACT secure Limited Data Sets (the “ENACT LDS”) and certain data contained within the secure computing environment (“Enclave”) under the terms of this Agreement. Your access to the ENACT LDS and Enclave is governed by federal and state laws, and your local CTSA Hub site’s policies and procedures. We require that you sign this Agreement before you access the ENACT LDS or Enclave. When you sign this document, you agree to follow all the terms of this Agreement and acknowledge that it is enforceable against you. We may terminate your access to the ENACT LDS or Enclave at any time.

1. Use for Permitted Purpose. You may access the ENACT LDS and Enclave only for a lawful purpose (“Permitted Purpose”) that has been authorized by the ENACT program. The Permitted Purpose includes research. You may only access the ENACT LDS and Enclave as necessary to accomplish the Permitted Purpose, and in a manner consistent with your local CTSA Hub site’s policies and procedures, including, but not limited to, all data privacy and security policies and procedures (the “Policies”). The ENACT program may change the Policies or add to the Policies at any time, and it is your responsibility to be aware of all applicable Policies as they may exist at any time.

2. Compliance with Laws. Data may be private and sensitive and contain personally-identifiable information. Data may be protected by state and federal laws such as the Health Insurance Portability and Accountability Act and its implementing regulations (collectively, “HIPAA”), and we have a duty to protect it. You agree to comply with these laws in accessing data.

3. Transfer of Data to Others. You may not transfer or otherwise make available data to any person outside of the ENACT program. You also may not transfer or otherwise make available data to any person within the ENACT program unless it is specifically permitted as part of an approved Permitted Purpose.

4. Required Safeguards. You may not access or use the data outside of the enclave (download, copy, or screenshot, etc.) and may not combine the data with other datasets unless it is specifically permitted by the ENACT program in writing. You may not print the data or access the data in a public forum with your screen visible to others.

You will receive a password and User ID to access the ENACT LDS and Enclave. You must safeguard your password and User ID, and you must not share or otherwise disclose your password and User ID. If you believe your password or User ID has been compromised, you must contact the ENACT program administrators immediately. You are responsible for all activity taken with your password or User ID. You must implement any other reasonable

safeguards you feel are necessary to prevent use or disclosure of data other than as expressly permitted by this Agreement.

5. Prohibition on Identifying and Contacting Individuals. You agree that you will not attempt to learn the identity of the individuals who are the subjects of data. If you discover the identity of individuals who subjects in data, you will immediately inform the ENACT program administrators, and you agree not to contact those individuals.

6. Publication Policy. You agree that you will abide by the ENACT publication policy as written in Standard Operating Procedure (SOP) 5, found as part of the ENACT governance document and on the ENACT webpage at enact-network.org/resources/.

7. Enforcement. If you believe that any person or entity is accessing or using the ENACT LDS or Enclave in an inappropriate manner, you must report these activities to your CTSA Hub site ENACT administrator or ENACT program administrators immediately. If you violate this Agreement, you will be subject to termination of your access to the ENACT LDS or Enclave, and possible criminal or civil liability. Your obligations under this Agreement continue after termination of your access to the ENACT LDS and Enclave. You acknowledge that violation of this agreement will result in notification to your home institution, which assumes full responsibility for the negligence of any of its investigators and will act in accordance with its own enforcement policies.

If you agree to the terms of this Agreement, please sign below for access to the ENACT secure computing environment and associated datasets.

Name: _____ (please print)

Title: _____

ENACT Affiliated Institution: _____

Signature: _____