

## USE AGREEMENT

The undersigned, \_\_\_\_\_, (User) by his/her signature below, agrees to be bound by the following terms and conditions for use of the Community Health Data Base (Database), obtained by the User from the \_\_\_\_\_ Library (Library) of Temple University (Temple), and which has been provided to Temple by the Philadelphia Health Management Corporation (PHMC) under a Membership Agreement.

1. The Database and the information contained therein shall be used solely by the User and solely for non-profit, research and educational purposes. The User shall not share the Database and its contents with third parties for any reason, including private or commercial use or exploitation
2. Where the Database or its contents is used in reports, releases, advertising, or other tangible representations (including computer images and publications), the User shall include in a reasonably conspicuous manner the statement, "Data provided by The Philadelphia Health Management Corporation's Community Health Data Base", or, when citing the Southeastern Pennsylvania Household Health Survey specifically, use "Philadelphia Health Management Corporation's Southeastern Pennsylvania Household Health Survey, Year."
3. The User shall include PHMC's copyright notice in all of its documents or other material which include portions of the Database covered by a PHMC copyright notice.
4. The User shall not, in any publication or other communication using or referring to the Data, make or imply any representation that PHMC endorses or supports any position or views of the User. The User shall include an appropriate notice and disclaimer in its publication or communication.
5. In accordance with HIPPA, the Health Insurance Portability and Accountability Act, PHMC's Southeastern Pennsylvania Household Health Survey is categorized as a "Limited Data Set." The User shall:
  - a. not use or further disclose the information other than as set forth in this Agreement or as otherwise required by law;
  - b. use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement;
  - c. report to Temple any use or disclosure of the information not provided for by this Agreement of which s(he) becomes aware;
  - d. not identify the information or contact the individuals whose information is provided in the limited data set.

6. The identity of any individual in the Household Survey files or in any other data files in the Database, and the Survey instrument, code books, Survey documentation and other data or information, material and methodologies relating to the Database which are not available to the public are confidential proprietary information and trade secrets of PHMC, and the User shall not disclose any such item to any third parties without prior written consent of Temple and PHMC.
7. THE DATA, INFORMATION, AND MATERIALS INCLUDED IN THE DATABASE PROVIDED TO THE USER IS PROVIDED “AS IS” WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

On the **attached form**, the User shall report to the Office of the Vice President the purpose for which the Database and its contents are used. Such purposes include, but are not limited to: a) in applications for external support for sponsored research; b) when Database or products associated with Database are used in the development and implementation of curriculum; or c) for faculty or student research projects, articles, conference presentations and program development. The User shall also notify the Office of the Vice President for Research upon receipt of an award for proposal involving use of the Database or its contents.

8. Upon ten (10) days written notice, Temple may terminate this Agreement for any reason, and the User agrees to immediately return the Database to the Library.
9. Temple may terminate this Agreement, effective upon giving the User written notice of termination if the User fails to abide by any term or condition of this Agreement. In such instance, the User shall immediately return the Database to the Library. In addition, upon a finding of breach of this agreement the User may be subjected to disciplinary action by the University, pursuant to its policies and procedures on scientific integrity and misconduct.

**Please check all intended uses:** Curriculum ☐ Student research ☐ External funding ☐  
Research Grant ☐ Other \_\_\_\_\_

\_\_\_\_\_  
User

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

Print Name: \_\_\_\_\_