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DATA USE AGREEMENT - I

UNITED NETWORK FOR ORGAN SHARING

Pursuant to a contract with the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services, through the Organ Procurement and Transplantation Network (OPTN), The United Network for Organ Sharing (UNOS) will provide the individual identified below (Recipient) with the patient-level, non-identifiable data extracted from the OPTN/UNOS research database maintained by UNOS, solely for the Use specified in the initial data request.

While seeking to provide transplant data for biomedical, economic, and other research, UNOS has a great responsibility to ensure the confidentiality of organ donors and transplant recipients. Every effort has been made to exclude from the computer files identifying information on individual patients and facilities. Certain demographic information such as gender, race, etc. are provided for research purposes but may not be used to attempt to identify individuals or institutions.

In order for UNOS to provide a public-use or another version of data to you, it is necessary that you agree to the following provisions.

1. You will neither use **nor permit others** to use the data in any way other than for statistical reporting and analysis.
2. You will neither release **nor permit others** to release the files or data therein to any person (including media and subcontractors) except with the written approval of UNOS.
3. You will not present and/or publish data in which an individual or facility may be identifiable.
4. You will not use the Data for any commercial purpose that could have a negative impact on patient welfare, such as offering, denying, or allocating insurance.
5. You will neither attempt **nor permit others** to attempt to combine or link the data with patient level records in another database or source of information.
6. You will neither attempt **nor permit others** to attempt to learn the identity of any person or facility whose data is contained in the supplied file(s).
7. If the identity of any person or facility is discovered, then you must do the following:
 - a) you will not use this knowledge in any way,
 - b) you will notify UNOS of the incident, and
 - c) you will not inform anyone of the identity that was discovered.
8. If accessing the data from a centralized location on a time-sharing computer system or LAN with any statistical package, you will not share your logon name and password with any other individuals. You will also not allow any other individuals to use your computer account after you have logged on with your logon name and password.
9. As Primary Investigator, you certify that you are responsible for ensuring any staff assigned to this project with access to these data likewise will follow all of these provisions.
10. All publications using the released data will contain the standard disclaimer, "The data reported here have been supplied by the United Network for Organ Sharing as the contractor for the Organ Procurement and Transplantation Network. The interpretation and reporting of these data are the responsibility of the author(s) and in no way should be seen as an official policy of or interpretation by the OPTN or the U.S. Government."
11. All publications or graphic presentations will note the date and source of the data. The source of the data would be "OPTN data" and the run date is provided with the released data. For example, "Based on OPTN data as of October 1, 2001, ..."

My signature indicates that I agree to comply with the above stated provisions.

Signature _____ Date _____
 Name _____ Organization _____