

USE AGREEMENT

The undersigned, _____, Student, 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 Student or the undersigned, _____, Advisor, 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 Student and/or the Advisor and solely for non-profit, research and educational purposes. The Student 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 Student 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 Student 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 Student 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 Student. The Student 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 Student 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 Student 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 student or the advisor 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 Student, or the Advisor, where appropriate, 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 Student 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, the Temple may terminate this Agreement for any reason, and, the Student and the Advisor agree to immediately return the Database to the Library.

Temple may terminate this Agreement, effective upon giving the Student written notice of termination if the Student fails to abide by any term or condition of this Agreement. In such instance, the Student shall immediately return the Database to the Library. In addition, upon a finding of breach of this agreement the Student may be subjected to disciplinary action by the University, pursuant to its policies and procedures on scientific integrity and misconduct.

The student understands and agrees that while the role of the Advisor is to supervise and provide guidance to the Student in the Student’s use of the Database, the Student is responsible for complying with all terms and conditions set forth in this Agreement.

**Please check all intended uses: Curriculum ___ Student research___ External funding ___
Research Grant ___ Other_____**

Student

Faculty Advisor

Print Name: _____

Print Name:

Date: _____

Date: _____