This Terms-of-Query-Access Agreement is designed to permit approved users access to the Northwestern Feinberg School of Medicine's instance of I2B2, a query tool for requesting aggregate record counts.

By selecting indicating agreement within the new user agreement form from which this document was downloaded, you certify that you understand and agree to all applicable terms contained herein.

- You assume full responsibility for adherence to the following stipulations.
- You assert that the you are a member of the Northwestern community, either primarily appointed by, contractually related to, or maintain a significant relationship with Feinberg School of Medicine.
- You are the only individual who will be authorized to conduct actual queries using your NU NetID credentials.
- You understand that your usage of I2B2 is recorded and monitored, and that this usage data may be included in publications or scientific presentations.

You further acknowledge the additional level of ethical sensitivity inherent in accessing data from our Northwestern Memorial Healthcare Corporation (NM) and its patients and agree to exercise exemplary ethical conduct when so doing. This includes but is not limited to the following specific issues:

- You agree to restrict requested query topics and associated individual queries to bona fide research issues.
- You will not formulate queries that could be used for competitive institutional or individual advantage.
- Any Data provided to you under this Agreement will be De-Identified within the meaning of Health Insurance Portability and Accountability Act of 1996 privacy regulations ("HIPAA").
- You agree not to attempt to identify any individual or set of patients contained in the aggregate data.
- You understand that sample sizes will be obfuscated +/− 10, rounded to the nearest 5, and sizes smaller than 10 will not be returned in order to prevent inadvertent identification of the sampled patients.
- You understand that for publications or intellectual property derived from research using the FSM instance of I2B2 you are asked to cite NUCATS according to the guidelines found at http://nucats.northwestern.edu/about/citation-requirements.html.
- You understand that all appropriate institutional, state and federal policies, laws and regulations governing specially protected information will apply.
- You understand and agree that any Data / Datasets that Feinberg School of Medicine provides to you are proprietary and confidential to Feinberg School of Medicine.
- You agree that you will use the Data / Datasets solely for research purposes and for no other purpose.
• You agree that you will not disclose, disseminate, or otherwise share the Data / Datasets to or with any other person or entity except with persons or entities on your research team, each of whom you will inform of the obligations with respect to use and confidentiality of the Data under this Agreement. You shall be responsible for compliance by these persons/entities with the terms of this Agreement and any breach thereof.

• If you determine that it is Required by Law (as that term is defined in the HIPAA privacy regulations) to use or disclose the Data other than as provided for in this Agreement, you shall provide prompt written notice of such determination to Northwestern University so that Northwestern University may have an opportunity to take measures to protect the Data as appropriate.

• You will use appropriate safeguards to prevent use or disclosure of the Data other than as provided for by this Agreement, and you will report immediately to Northwestern University in writing any use or disclosure not provided for by this Agreement of which you become aware.

All Data / Datasets disclosed pursuant to this Agreement, including without limitation all written and tangible forms thereof, shall be and remain the property of Feinberg School of Medicine. Upon termination of this Agreement as provided below, you shall cease using the Data / Datasets and shall destroy (or return if so requested by Northwestern University) all of the Data received in tangible form, including notes, reports, and other information to the extent it contains the Data. You shall also keep no copies, except to the extent specifically Required by Law(s) that you make known to Northwestern University. Northwestern University may terminate your access to Data / Datasets under this Agreement for any reason upon written notice.

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