

Nashville Community Health and Well-being Survey
Data Use Agreement

This agreement pertains to the request and use of the 2019 Nashville Community Health and Well-being Survey database. MPH and NashvilleHealth (“PARTIES”) agree to provide the entity requesting data (“RECIPIENT”) with data identified in this Agreement.

A. SCOPE AND PURPOSE

This Agreement sets forth the terms and conditions pursuant to which PARTIES may disclose a Data Set to RECIPIENT.

The Data Set will include: Responses to the Nashville Community Health and Well-being Survey.

The PARTIES shall retain all ownership rights to the data file(s) referred to in this Agreement. RECIPIENT shall obtain no right, title, or interest in any of the data furnished by the PARTIES.

B. OBLIGATIONS AND ACTIVITIES OF RECIPIENT

1. RECIPIENT will not re-release, share, provide access to, or otherwise make the Data Set available to other parties unless defined at the time of the request. RECIPIENT will ensure the third party agrees to the same restrictions and conditions that apply through this Agreement to the RECIPIENT with respect to such information.
2. RECIPIENT understands that the Data Set is de-identified set forth in the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule (45 C.F.R. Parts 160 and 164).
3. RECIPIENT agrees to make no disclosure or use of the identity of a person discovered inadvertently (or by any other means) and will advise the PARTIES of any such discovery in writing within two (2) business days of the date of discovery.
4. RECIPIENT agrees not to report data or data analytic results that contain small cells, defined herein as any combination of race, ethnicity, geography, age and/or gender that result in five (5) or fewer cases per cell.
5. RECIPIENT agrees to be responsible for obtaining IRB review of proposed research where appropriate.
6. RECIPIENT agrees not to imply or state, in either written or oral form, that interpretations based on the data are those of the PARTIES. Interpretations are those of the researcher.
7. RECIPIENT agrees to acknowledge “2019 Nashville Health and Well-being Survey” on all publications, products, reports and communication provided externally to include electronic and print media such as web-based, social, print, radio or television.
8. RECIPIENT agrees to provide to PARTIES a courtesy copy of any results, publications or other public disseminations of the findings of analysis prior to release

C. DATA PROVIDED

Data will be provided as a .CSV file. The PARTIES shall have no obligation to provide the data in any other format.

Please complete the following:

Title of Project: _____

Proposed Use of the Data:

Name: _____

Title: _____

Organization: _____

Telephone: _____

e-mail (from organization): _____

Date: _____