

2019 n2c2 Challenge Data Use and Confidentiality Agreement

Partners HealthCare System, Inc. on behalf of itself and its affiliates (collectively, "Partners") controls certain patient-level data, in the form of patient discharge summaries, from its clinical information systems, which have been de-identified within the meaning of the HIPAA Privacy Rule (the "Data"). Partners wishes to make the Data, in the form of one or more "Datasets", available to eligible registrants in connection with the National NLP Clinical Challenges (n2c2) Shared task and Workshop (the "Shared task"). Partners is making the Data available solely for the purpose of enabling registrants to conduct research (the "Purpose").

This Data Use and Confidentiality Agreement explains the terms and conditions of access to the Data by registrants in the Shared task. **ANY REGISTRANT WHO WISHES TO ACCESS THE DATA MUST READ THE FOLLOWING TERMS AND AGREE TO THEM BY ENTERING THE INFORMATION REQUESTED BELOW.**

TERMS AND CONDITIONS

1. Registrant understands and agrees that any Data / Datasets that Partners provides to Registrant are proprietary and confidential to Partners.
2. Registrant agrees that Registrant will use the Data / Datasets solely for research and for no other purpose.
3. Registrant agrees that Registrant will not attempt to identify or re-identify any individual patient or group of patients from the Data / Datasets.
4. Registrant agrees that Registrant will not disclose, disseminate, or otherwise share the Data / Datasets to or with any other person or entity except with persons or entities on Registrant's Shared task team, each of which persons/entities Registrant will inform of the obligations with respect to use and confidentiality of the Data under this Agreement. Registrant shall be responsible for compliance by these persons/entities with the terms of this Agreement and any breach thereof.
5. Registrant agrees not to use the name or logo of Partners or any of its affiliates or any of their respective trustees, directors, officers, staff members, employees, students or agents for any purpose without Partners' prior written approval excepting in the course of presentation and or publication deriving from the Shared task wherein the data source is acknowledged.
6. All Data / Datasets disclosed pursuant to this Agreement, including without limitation all written and tangible forms thereof, shall be and remain the property of Partners. Upon completion of the Shared task or earlier termination of the Agreement as provided in Section 8 below, Registrant shall cease using the Data / Datasets and shall destroy (or return if so requested by Partners) all of the Data / Datasets received in tangible form, including notes, reports, and other information incorporating the Data / Datasets, and shall keep no copies, except to the extent specifically required by law(s) made know to Partners by Registrant.
7. Registrant understands and agrees that Partners may use and further share with third parties any Data / Datasets that have been annotated or otherwise enhanced or modified by Registrant in connection with its participation in the Shared task ("Annotated Data / Datasets") for the purpose of conducting or enabling such third parties to conduct research and development of Natural Language Processing tools and analytics. [Registrant shall not be entitled to any compensation in connection with such use of the Annotated Data / Datasets.]
8. Partners may terminate Registrant's access to Data / Datasets under this Agreement for any reason upon written notice to Registrant.
9. Registrant's obligations under this Agreement shall survive the expiration or termination of the Agreement.

10. Registrant acknowledges that any use or disclosure of the Data / Datasets that is inconsistent with the terms of this Agreement may cause irreparable injury to Partners and agrees that Partners will be entitled to seek injunctive relief with respect to such use and/or disclosure, in addition to seeking any other remedy available at law or in equity.

11. This Agreement may be modified or amended only in a writing signed by duly authorized representatives of both Registrant and Partners. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any claim or action brought under this Agreement shall be brought in the federal or state courts of Massachusetts.

REGISTRANT INFORMATION

Registrant is either (select one):

- an individual or academic organization, requesting Data under this Agreement on behalf of himself/herself or the academic organization
- a corporation, requesting Data under this Agreement on behalf of itself and its agents and employees

BY ENTERING THE INFORMATION REQUESTED IN THIS AGREEMENT AS DIRECTED ABOVE, REGISTRANT AFFIRMS THAT REGISTRANT HAS READ THE TERMS AND CONDITIONS OF ACCESS TO DATA FOR THE COMPETITION AND AGREES TO THEM.

Electronic Signature (Full Name)

Professional Title

Date

- I agree to the terms and conditions above. By clicking the "I Agree" checkbox I certify that this is my legal signature.

Submit