

Programmatic Access to Enterprise Data Resources

Date:	
User's Name:	
User's Department:	
Management Sponsor's Name:	

1. Request for Access. The User is to complete Attachment 1 to request programmatic access to certain Duke Enterprise Data Resources (Enterprise Data) and submit to DataProspector@dm.duke.edu User will be available for additional questions and/or further direction.
2. Definitions:
 - a. *Enterprise Data Resources* are defined as the databases that centrally store data managed by DHTS that include data of the Duke Health Enterprise, comprising Duke Affiliated Covered Entity and Duke Organized Health Care Organization data (collectively "DHE"). Such DHE data include, but is not limited to data generated, captured, stored and/or analyzed related to the care of patients, DHE administration, marketing, strategic planning, population health, payment, registries, quality improvement activities, and clinical research. For the purposes of this Agreement, *Enterprise Data* is defined as the entirety of these data as well as these data in combination with other data from other sources to enrich these data.
 - b. *Programmatic Access* is defined as the execution of program code that makes available permitted DHE Data to User. The executed program code may be written in any language (e.g. SQL, Python, Perl, Cache, R, Java, C, and HTML) and may be compiled or interpreted. The User must execute program code, but need not have written or been otherwise created by the User.
 - i. Exemption for Reporting Tool Use. DHTS and Duke Health departments create and maintain static and interactive reports using a variety of Enterprise Data tools (including Crystal Reports, SAP Business Objects Web Intelligence, Tableau, Epic Radar Dashboard, Epic Report Workbench, Epic Slicer/Dicer, EPSi, and DEDUCE). The use of these tools to view and interact directly with such reports do not require execution of this Agreement.
 - ii. Notwithstanding the Reporting Tool exemption, Enterprise Data exported from any Reporting Tool may not be made available to others by the Reporting Tool user for the purpose of circumventing Duke Health access oversight and control.
 - c. *Application Programming Interface ("API") Use*. DHE maintains a variety of APIs to facilitate programmatic access to Enterprise Data. These APIs provide for exchange of data directly between two software systems according to predetermined specifications or may be addressed by an analyst's programming code in the course of ad hoc analytics or analytics development. For the purposes of this Agreement, access to DHEdata through an API is programmatic access as described above.
3. Use and Disclosure of Enterprise Data : Upon written approval of access to certain Enterprise Data, the User may access, use and/or disclose the approved Enterprise Data solely for the purposes described in Attachment 1.

Programmatic Access to Enterprise Data Resources

- a. *The User may only use and disclose Enterprise Data in accordance with applicable law, rule or regulation, including HIPAA, HITECH, Common Rule, Duke Health policy and procedure, or as otherwise permitted under this Agreement.*
 - b. , the User understands and agrees to obtain appropriate consent of human subjects as required by federal clinical research regulations and Duke IRB policies and procedures.
 - c. The User will (i) limit use or disclosure of Enterprise Data to minimum necessary to accomplish the Purpose; (ii) use best efforts to prevent unauthorized access to, or use or disclosures of, Enterprise Data by any third person or entity; and (iii) be solely responsible for all uses, disclosures and activities that occur through assigned User account and access to Enterprise Data . ,
4. **Limitation of Use.** The User must submit and obtain approval of an additional purpose of Enterprise Data beyond the approved use described in Attachment 1.
 5. **Acknowledgement of Monitoring of Use.** The User agrees to cooperate in any investigation of the User's access, use or disclosure to Enterprise Data, including without limitation, prompt provision of a written explanation of the purpose(s) of any data access, use, or disclosures.
 6. **Term and Termination.** User's Access to Enterprise Data and Enterprise Data Resources will be terminated upon the earlier of: a) completion of Purpose; b) User's failure to comply with this Agreement as determined by the DUHS Privacy Officer; or, c) annual expiration.
 7. **Renewal of Agreement.** The User may request renewal of this Agreement through submission of registration, including completion of certain requirements, including, but not limited to: i) the successful completion of the assigned training, including annual privacy and security training modules ii) maintenance of no corrective action related to failure to comply with this Agreement or Duke Health privacy and/or security policies or procedures; and iii) resubmission of Attachment 1 including department leadership' written as described on Attachment 1.
 8. **Return or Destruction of Enterprise Data.** Following expiration or termination of this Agreement: (a) for non IRB-governed projects, the User will destroy or return Enterprise Data and all related documents and other tangible manifestations of Enterprise Data and destroy any electronic or digital manifestations of Enterprise Data as determined by Duke Health Information Security Office; (b) for data used in IRB-related activities (e.g. manuscript publication, grant submission), project assets including data is to be archived using the tools available in PACE in accordance with Duke Health policies and procedures.
 9. **Security of Enterprise Data.** User shall comply with Duke Health security and privacy policies and use appropriate safeguards to protect Enterprise Data and any derivatives from misuse and inappropriate disclosure and to prevent use or disclosure of the data other than for the Purpose, including establish appropriate physical, technical and administrative safeguards necessary to maintain the privacy, confidentiality and integrity of the Enterprise Data, including, without limitation, (i) maintaining adequate physical controls and password protections for any server or system on which the data may reside; (ii) ensuring that the data is not stored on any personal device or any mobile device (e.g. laptop, smartphone) or

Programmatic Access to
Enterprise Data Resources

transmitted electronically unless encrypted; (iii) taking any other measures reasonably necessary to prevent any use or disclosure of the data other than as provided in this Agreement; and, (iv) storing Enterprise Data and any version or portion of data within PACE

10. Report of Unauthorized Use. The User shall immediately report to the DUHS Privacy Officer any use or disclosure of Enterprise Data not in compliance with terms of this Agreement. The User will take necessary steps to limit such use or disclosure.
11. Corrective Action. User will face corrective action, up to and including termination, for failing to comply with Duke Health policies and procedures, including, but not limited to compromising the privacy or security of Enterprise Data.

I agree to comply with the provisions above.

User

Printed Name: _____

Signature: _____