

## DATA USE AGREEMENT

**This document serves as an agreement between the American Society of Retina Specialists, a California nonprofit mutual benefit corporation (“ASRS”) and the covered entity submitting one or more ReST Case Submission Dataset(s) (defined below) to the ASRS Research and Safety in Therapeutics (ReST) Committee (“ReST Case Submitter”) (each, a “Party”, collectively the “Parties”).**

Each time you submit ReST Case Submission Dataset(s) to ASRS, you accept and agree, on behalf of yourself or the Covered Entity with which you are affiliated, to the terms and conditions of this Agreement. **If you do not agree to these terms, you should not submit your case to the ReST Committee.**

**WHEREAS**, ReST Case Submitter has submitted to ASRS one or more ReST Case Submission Dataset(s), as such term is defined at 45 C.F.R. § 164.514(e) (individually and collectively, the “ReST Case Submission Dataset”) pursuant to the ReST Case Data Submission Agreement executed by the ReST Case Submitter and to which this Agreement is made a part thereof;

**WHEREAS**, the purpose of this Agreement is to ensure the integrity and confidentiality of the ReST Case Submission Dataset(s) as used and maintained by ASRS in accordance with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, “HIPAA”);

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually covenant and agree as follows:

### **ARTICLE 1**

#### **DEFINITIONS**

1.1 **Defined Terms.** Capitalized terms used in this Agreement, but not otherwise defined, shall have the meaning ascribed to those terms in the HIPAA Rules.

### **ARTICLE 2**

#### **REST CASE SUBMISSION DATASET(S)**

2.1 ASRS shall be permitted to use and disclose the ReST Case Submission Dataset(s) for the purposes set forth in this Agreement. For the avoidance of doubt, such ReST Case Submission Dataset(s) shall exclude all of the following identifiers in accordance with 45 C.F.R. §164.514(e)(2):

2.1.1 Names;

2.1.2 Postal address information, other than town or city, state, and zip code;

- 2.1.3 Telephone numbers;
- 2.1.4 Fax numbers;
- 2.1.5 Electronic mail addresses;
- 2.1.6 Social security numbers;
- 2.1.7 Medical record numbers;
- 2.1.8 Health plan beneficiary numbers;
- 2.1.9 Account numbers;
- 2.1.10 Certificate/license numbers;
- 2.1.11 Vehicle identifiers and serial numbers, including license plate numbers;
- 2.1.12 Device identifiers and serial numbers;
- 2.1.13 Web universal resource locators (URLs);
- 2.1.14 Internet protocol (IP) address numbers;
- 2.1.15 Biometric identifiers, including finger and voice prints; and
- 2.1.16 Full face photographic images and any comparable images.

### **ARTICLE 3**

#### **PERMITTED USES AND DISCLOSURES**

3.1 ASRS shall be permitted to use the ReST Case Submission Dataset(s) for (i) ASRS Research purposes, including without limitation one or more systematic investigation designed to develop or contribute to generalizable knowledge on adverse events and patient safety associated with all retina drugs and devices and publication of such knowledge to ASRS members and other stakeholders; or (ii) to create one or more de-identified data set therefrom; provided such de-identification conforms to the requirements of 45 CFR 164.514(b). ASRS may Use or Disclose such de-identified information at its discretion, as such de-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement. More information regarding ASRS policy on the use of ReST Case Submission Dataset(s) which has been de-identified in accordance with the foregoing can be found <https://www.asrs.org/clinical/adverse-events-reporting>, as may be updated by ASRS from time to time.

## **ARTICLE 4**

### **OBLIGATIONS AND ACTIVITIES OF ASRS**

4.1 ASRS shall use or disclose the ReST Case Submission Dataset(s) only as permitted Article 3 hereof or as Required by Law;

4.2 ASRS shall use appropriate safeguards to prevent use or disclosure of the ReST Case Submission Dataset(s) other than as permitted by this Agreement or as Required by Law;

4.3 ASRS shall report to ReST Case Submitter any use or disclosure of the ReST Case Submission Dataset(s) of which it becomes aware that is not permitted by this Agreement or as Required by Law;

4.4 ASRS shall require any of its subcontractors or agents that receive or have access to the ReST Case Submission Dataset(s) to agree to the same or at least as stringent restrictions and conditions on the use and/or disclosure of the ReST Case Submission Dataset(s) that apply to ASRS under this Agreement; and

4.5 ASRS shall not use the information in the ReST Case Submission Dataset(s) to identify or contact the Individuals who are data subjects.

## **ARTICLE 5**

### **TERM AND TERMINATION**

5.1 The term of this Agreement will begin concurrent with the submission of the ReST Case Submission Dataset(s) to ASRS and will continue for as long as ASRS maintains the ReST Case Submission Dataset(s).

## **ARTICLE 6**

### **MISCENALLEOUS**

6.1 All notices required to be given to either Party under this Agreement will be in writing and sent by traceable carrier to the address provided in the ReST Case Data Submission Agreement.

6.2 SOLELY WHERE THAT THE COVERED ENTITY SUBMITTING THE REST CASE SUBMISSION DATASET(S) IS A GOVERNMENT ENTITY OR STATE AGENCY, THE PARTIES ACKNOWLEDGE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF SUCH COVERED ENTITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS HEREIN AND THAT PART OF THESE TERMS AND CONDITIONS MAY BE LIMITED THEREBY. ACCORDINGLY, SUCH PARTS OF THESE TERMS AND CONDITIONS WILL NOT BE BINDING ON FACILITY SOLELY TO THE EXTENT SO LIMITED OR PROHIBITED BY THE CONSTITUTIONAL OR STATUTORY AUTHORITY OF THE APPLICABLE STATE.

6.3 This Agreement shall be governed by and interpreted in accordance with the laws of Illinois excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating

to this Agreement shall rest exclusively with the state and federal courts of Illinois in the County of Cook.