



UT RESEARCH MANAGEMENT SUITE

Agreements Module Frequently Asked Questions

Data Use Agreements (DUA)

1. What is a Data Use Agreement?

Data Use Agreements (DUAs) manage the transfer of data for use in research activities that is subject to an identifiable restriction on its use. These contracts outline the terms and conditions of the transfer that may include limitations on the use of data, obligations to properly store the data, and govern the privacy rights associated with transfers of confidential or protected data.

2. May I sign a Data Use Agreement on behalf of the University?

All finalized research-related DUAs at UT Austin – whether we are the initiating or receiving party - must be signed by designated authorized officials of each institution or organization. **Principal Investigators may not sign on behalf of UT Austin for DUAs or any other research-related agreement.** However, they will be required to sign such agreements acknowledging their responsibilities and affirming their agreement to the terms and conditions of the contract. Authorized university contracts signatories are on staff in the Offices of Sponsored Projects and Industry Engagement (OIE/OSP).

In the event that a UT-employed researcher or staff member is either required by an external organization or individual to sign an DUA or requires an external party to sign an DUA, the process begins by creating an agreement in [UT Research Management Suite - Agreements](#) and selecting Data Use Agreement as the agreement type.

3. What are reasons for creating a Data Use Agreement?

- Restricts the recipient of governed data to uses and purposes expressly detailed in the contract
- Protects the investments and reputations of organizations and individuals involved in the data exchange by expressly outlining the expectations of both parties (provider and recipient) and shields UT Austin and affiliated researchers from liability or loss stemming from any inappropriate use of governed data
- Prevents unauthorized use of intellectual property, other proprietary or confidential information, or statute-protected health information
- Managing access to key data elevates the competitiveness of researchers in the pursuit of grant funding
- Increases researcher competitiveness in the submission of research findings for publication and ensures that they are properly acknowledged when their contribution to research yields the governed data
- Cultivates research collaboration

4. When would I need to request a Data Use Agreement?

You are required to submit a DUA when planning to transmit, receive or exchange non-public data to/from an external party where restrictions are placed on the use, disclosure, confidentiality, or publication of the data.

Determining whether a DUA is required is dependent on the terms of use applicable to individual use cases. When a DUA is required, it must be executed for an identified singular study-specific research use case. Data cannot be transferred under the governance of a “master” or blanket sharing agreement.

DUAs are commonly used to protect research data subject to laws and policies governing individual privacy concerns, restricted due to proprietary technology or commercialization concerns, or otherwise subject to special protections requiring restrictions for use. Commonly requested DUAs govern:

- Data protected by HIPAA (*Health Insurance Portability and Accountability Act of 1996*) and FERPA (*Family Educational Rights and Privacy Act*) statutes
- Data derived from human subjects research governed by UT Austin's IRB (Institutional Review Board). Should data include information that could be used to distinguish or track an individual's identity, or biometric information that could be used in conjunction with other data elements to reasonably infer a respondent's identity, the information may be protected pursuant to various Federal and State of Texas statutes.
- Data derived from animal subjects research governed by UT Austin's IACUC (Institutional Animal Care and Use Committee)
- Data containing confidential personnel information protected by the Texas Public Information Act or other statutes
- Data containing personally identifiable information
- Data containing customer record information protected by the Texas Public Information Act or other statutes
- Data considered intellectual property, commercial or trade secrets, or otherwise considered proprietary and confidential

5. What information and provisions are included in a Data Use Agreement?

DUAs identify recipients of exchanged data and are used by the University to establish conditions for allowable uses and disclosures of the data. Additionally, they:

- Prohibit recipients from using or further disclosing the information, except as permitted by the agreement or as otherwise permitted by law
- Establish safeguards to prevent the unauthorized use or disclosure of data disallowed by the agreement
- Establish conditions for when a recipient must report any use or disclosure to which it becomes aware
- Establish terms ensuring that all parties (including subcontractors) to whom it discloses the information will agree to the DUA's terms and conditions
- Prohibit the identification of individual participants in research from which data was obtained and/or contact those individuals

6. What is a limited data set?

A limited data set is data de-identified of direct participant personal information as specified in the Privacy Rule. A limited data set may be disclosed to an outside party without a patient's authorization only if the purpose of the disclosure is for research, public health, or health care operations purposes and the person or entity receiving the information signs a DUA with the covered entity.

Limited data sets may include only the following identifiers:

- Dates of birth, and dates of admission, discharge and service
- Participant's age
- City, state, and zip code
- Study-specific notational markers or codes that are not direct identifiers

All of the following directly identifying information as they relate to the participant or their relatives, other household members or employers must be removed so that the study participant data is de-identified:

- Names
- Biometric identifiers

- Full face photographic images and any comparable images
- Street addresses (other than town, city, state, and zip code)
- Telephone and fax numbers
- Email addresses
- Social security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate/driver's license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- URLs and IP addresses

7. Am I required to account for disclosures when using a limited data set?

HIPAA requirements for disclosures do not apply to limited data sets. Personal health information is considered protected in a DUAs governing limited data sets.

8. Can I later add additional UT personnel to the list of persons having access to exchanged data governed by my DUA?

Yes, with approval of OSP depending on whether the transferred data is export-controlled.

To add additional individuals to the signature page of an executed DUAA, you must use the Create Amendment activity in the Record Workspace of the active agreement to launch the review process with OSP/OIE. This action will allow you to provide comments detailing your request and to upload any supporting documents that might assist the central office staff with their review.

If the exchanged data is export-controlled, and the additional personnel *are not* US citizens or permanent US residents, you must launch the Create Amendment activity workflow and should confer with the University's Export Control Officer *prior* to allowing any access to confidential information.

9. I have to exchange export-controlled data with a third party. Do I need to do anything special?

Yes, both University-owned and third-party owned export-controlled technology require additional steps:

University-owned export-controlled data: If you are exchanging University-owned, confidential, export-controlled data with a third party, you should provide a description of the data in the DUA Information page of the SmartForm where it asks you to provide a brief description of the data to be disclosed by UT. The University's Export Control Officer, David Ivey, at 512-475-7963 or ivey@austin.utexas.edu, will help you determine which export regulation controls the data. OSP will then reference the export control information in the DUA and ask the other party to review the proposed export controls for acceptance.

Third Party-owned export-controlled technology: If a third party wants to share their export-controlled information with you, the party should provide a description of the information or technology. You will most likely be able to receive the information from the third party if you are a US citizen or permanent resident. However, if you are not a US citizen or permanent resident and/or you intend to share the confidential information with foreign persons, such as foreign graduate students, you must provide the following information about the foreign person(s) who will have access to the export controlled technology to the University's Export Control Officer (see contact info above):

- Name
- Birth date
- Place of birth
- Country of citizenship
- Country of origin

OSP/OIE may be required to submit a deemed export license application to the U.S. Department of Commerce or to the U.S. Department of State to be able to provide access to the export-controlled data to the foreign person(s). The need for a license will be dependent upon the export control status of the technology and the country of citizenship of the foreign person requiring access to the information. Note it can take months to obtain licenses for deemed exports to foreign persons.