HCCI Research Program Agreement

INFORMATION SHEET

The attached HCCI Research Program Agreement and Side Letter contain non-standard terms that are somewhat lengthy and complex. Please review the terms carefully. Final documents will be processed and signed through SPA’s Unfunded Research Agreements (UFRA) group.

This Information Sheet provides a roadmap for the procedures to be used and highlights some special considerations. If you have questions about the agreement terms or the procedures, please contact SPA (UFRA contact info) or OGC (Mark Bohnhorst, bohnh002@umn.edu, or Arnie Frishman, frish003@umn.edu).

Research Proposal:

Proposal Format:

The Agreement, Exhibit A, is the Research Proposal format. Research proposals and related data requests (Exhibit B) and data security plan (Exhibit C) require review and approval by two HCCI committees (for scientific review and data integrity). The PI will work with these HCCI committees to finalize the scientific and data security terms. Unless a PI has questions, there is no need to contact SPA or OGC during this initial process.

Data Security Plan:

The Data Security Plan that is attached as Exhibit D to the Research Program Agreement is a general template (which was drafted to suit the initial, AHC projects). Each final Research Proposal should include an individualized Data Security Plan for the work. This might be a slight modification of Exhibit D, or it might involve more significant changes. Please work with your college’s information systems unit and HCCI to create the specific plan for your research.

Special Considerations:

Use of HCCI Data:

The HCCI Data will be held in a Data Enclave managed by NORC. Neither the University of Minnesota nor its Personnel (as defined in the Research License Agreement) may remove HCCI raw data from the Data Enclave unless authorized by HCCI in writing.

Authorized Personnel may download Research Results (including tables, generated from a program like SAS or Stata) from the Data Enclave, provided that these results comply with the terms of the Research Program Agreement and do not contain raw data.
Conflict of Interest:

HCCI’s conflict of interest requirements are very stringent. These are set out on Exhibit A, pp. 19-20 of the Research Program Agreement. The PI must assure that all research program personnel have disclosed all HCCI-defined conflicts and that these are described fully in the Research Proposal. Disclosures must also be made for any changes that occur during the project and for any research personnel added to the project.

Signed Acknowledgement of Personnel:

All research personnel must sign an individual Acknowledgement of Personnel (Exhibit C). Among other things, this form requires research personnel to acknowledge that they have received, read and understood the Research Program Agreement. The PI can distribute the Research Program Agreement to research personnel either electronically or in hard copy. OGC (bohn002@umn.edu or frish003@umn.edu) is available to answer questions from research personnel about the Research Program Agreement terms.

No Disclosure of Data to any Government Agency or Government Personnel:

Section 6.4 of the Research Program Agreement broadly prohibits any sharing of Data with, or review of Data by, any government agency or official. If you anticipate any funding from a government agency or any other involvement by government personnel, contact SPA as soon as possible.

Final Research Proposal Packet and Procedures:

Packet Contents:

1. Final Research Proposal;
2. Final Data Request;
3. Acknowledgements of Personnel (separate acknowledgment for each person);
4. Final Data Security Plan;
5. HCCI Policies and Procedures (current as of the time of the proposal, including any modifications HCCI has accepted);
6. Signed UM Internal Addendum (requires collegiate and departmental approvals/acknowledgements and contains supplemental questions for the PI).

Approval Procedures:

1. Submit the complete packet to SPA (UFRA contact), through a standard, on-line MTARF;
2. SPA and HCCI will execute a simple agreement that includes a unique Project number, confirms that the Project is subject to the Research Program Agreement and NORC Data Enclave Agreement (Exhibit F), and specifies the fees.

Payment Terms:
HCCI will invoice the department for the agreed fees, with payment due within 30 days. Invoicing and payment will be handled directly between the department and HCCI as payment to an external vendor, not as a research sub-award payment. SPA and SFR will not be involved in the payment process.
RESEARCH PROGRAM AGREEMENT

This Research Program Agreement (the "Agreement") is entered into on this 26th day of February, 2015 (the “Effective Date”) by and between Health Care Cost Institute, Inc., a District of Columbia corporation with offices located at 1310 G Street NW, Suite 720, Washington D.C. 20005 ("HCCI") and the Regents of the University of Minnesota ("Recipient"). Each of HCCI and Recipient may be referred to as a “party” and collectively, they may be referred to as the “parties.”

Background:

A. HCCI is a non-profit entity with a mission to, among other things, promote independent research and analysis of the causes of rising health care spending in the United States (the “Mission”).

B. HCCI’s authorized data custodian maintains a database containing certain health care spending and utilization information from private insurance companies on behalf of HCCI, pursuant to agreements with HCCI. HCCI’s data custodian is authorized to grant access and/or licenses to certain data to approved research institutions for limited research purposes as approved by HCCI.

C. HCCI has signed letters of intent with a group of research, actuarial and government organizations for the purpose of licensing access to use such data in support of the Mission (the “Program Participants”).

D. Recipient desires to be a Program Participant and to access and use certain data for research purposes, which purposes must be approved by HCCI from time to time upon receipt of a Research Proposal (defined below) from Recipient.

E. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the terms of this Agreement.

1. Definitions.

The following definitions will apply to this Agreement:

“Confidential Information” means any information disclosed or otherwise made available by HCCI to Recipient, which (i) if disclosed in tangible form, is labeled in writing as proprietary or confidential; (ii) if disclosed in oral or visual form, is identified as proprietary or confidential at the time of disclosure or within a reasonable period of time thereafter; or (iii) whether disclosed in tangible, oral or visual form, a reasonable person should understand such information to be confidential or proprietary given the facts and circumstances relating to the disclosure. Confidential Information includes the terms of this Agreement, Data, Documentation and Derivative Information.
“Data” means the health care spending and utilization data and data sets of private insurance companies delivered or made available to Recipient from time to time pursuant to this Agreement, including any modifications or manipulations thereof.

“De-identified data set” constitutes a set of data that has been de-identified pursuant to 45 C.F.R. § 164.514.

“Derivative Information” means all copies, reports, notes, digests, summaries and extracts of Confidential Information created or maintained by Recipient or its Personnel, in any form. For the avoidance of doubt, Derivative Information does not include materials that reflect analysis of Data, provided (i) such materials do not contain Data or any other information from which Data, or the individuals or entities who are the subject or source of Data, can be derived or identified and (ii) the obligations regarding Confidential Information and HCCI’s policies set forth in Exhibit E are complied with.

“Documentation” means all user manuals and other written material, whether in paper, electronic or other format, distributed to Recipient in connection with the delivery of Data.

“Personnel” means any employee, faculty, student, fellow, resident or research associate of Recipient, and any collaborator with any of the foregoing, conducting Research for, or in collaboration with, Recipient or other non-commercial third party.

“Research” means the research activities of Recipient described in a Research Proposal that has been reviewed and approved by HCCI.

“Research Proposal” means a written proposal in the form attached hereto as Exhibit A submitted to HCCI by Recipient from time to time describing a proposed Research project centered on a hypothesis or set of related hypotheses that have a singular intellectual focus, which proposal shall include such details as are required by HCCI.

“Research Results” means all results, analyses, inventions, works of authorship, protocols, learnings, models, ideas, concepts, discoveries, developments, techniques, methodologies, modifications, innovations, improvements, enhancements, writings, documentation, computer programs and data (whether or not any of the foregoing is protectable under state, federal, or foreign patent, trademark, trade secret, copyright or similar laws) that are conceived, discovered, invented, developed, created, made or reduced to practice by or on behalf of Recipient or Recipient’s Personnel, alone or jointly with others, under this Agreement or in connection with the Research.

“Territory” means the United States and such other countries as HCCI expressly authorizes in writing.

2. **License to Data; Restrictions.**

2.1 Subject to the terms and conditions of this Agreement, HCCI will make the Data available to Recipient for use within the Territory during the Initial Term and any Renewal
Term(s) solely for the internal, non-commercial, purpose of conducting Research in connection with (i) two (2) newly approved Research Proposals per academic year; and (ii) one (1) newly approved Research Proposal relating to a PhD dissertation per academic year (the "Purposes"). Notwithstanding the foregoing, Recipient may defer commencement of a Research Proposal to a subsequent academic year, provided that it does not exceed six (6) non PhD related Research Proposals and three (3) PhD related Research Proposals during the Initial Term. For example and for clarity, Recipient may elect to commence one (1) non PhD related Research Proposal in academic year 1, three (3) non PhD related Research Proposals in academic year 2 and one (1) non PhD related Research Proposal in academic year 3. Further, Recipient may conduct additional Research Proposals with HCCI's prior written consent (which may be withheld in HCCI's reasonable discretion) and subject to payment of additional fees as set forth in Section 5. For avoidance of doubt, each and every Research Proposal must be reviewed and approved in writing by HCCI's Data Integrity Committee and Scientific Review Committee prior to commencement of any applicable Research. Recipient may use the Data Derivative Information, and Confidential Information only as permitted in this Agreement, and for no other purposes.

2.2 The Data includes certain integrated records from outpatient, inpatient, and prescription claims and enrollment data sets of private insurance companies. The Data will consist of a de-identified data set that will be: (i) made available to Recipient's Personnel via a limited-access, remote, secure data enclave hosted by a third party on behalf of HCCI ("Data Enclave"); or (ii) delivered to Recipient in a format and manner to be mutually agreed upon between the parties. Access to the Data Enclave will be subject to the terms and conditions in the Data Enclave Addendum, attached hereto as Exhibit F. Recipient acknowledges and agrees that the National Opinion Research Center ("NORC") is a third party beneficiary with respect to the Data Enclave Addendum, with the right to enforce such terms and conditions directly against Recipient and Personnel. If Data is to be delivered to Recipient, then HCCI will deliver the Data to Recipient pursuant to the Data Request Form attached hereto as Exhibit B. Data will be shipped in the format specified in the Data Request Form. In any event, the parties acknowledge and agree that the Data must receive approval through an internal HIPAA Disclosure Analysis review process prior to delivery of any Data or making it available via the Data Enclave.

2.3 From time to time, HCCI may add additional data, data sets, tools and functionality (collectively, "Additional Data and Tools") to its database and make such Additional Data and Tools available to Recipient, provided that such Additional Data and Tools may be subject to additional and different terms, conditions and fees. In no event will Recipient be required to purchase any Additional Data and Tools.

2.4 HCCI will, in its reasonable discretion, provide limited support to Recipient for general data questions and issues ("Standard Support"). In the event that Recipient requests additional consulting or support services, HCCI may provide such services at HCCI's standard consulting services rates and fees, which rates and fees will be no greater than the rates charged by HCCI to other Program Participants. Standard Support does not include assistance with methods, algorithms or feasibility testing.
2.5 Recipient may disclose, or otherwise provide access to, the Data, Derivative Information, and Confidential Information solely to the Personnel identified in the Research Proposal or otherwise agreed to by HCCI in writing, provided that such disclosure or access is necessary for the Purposes. Except as expressly permitted herein, Recipient shall not, directly or indirectly, disclose or otherwise provide access to the Data, Derivative Information, and Confidential Information to any individual or entity, including without limitation any individuals or entities that have contributed data to HCCI. Moreover, in no event shall Recipient disclose the Data to any organization funding the Research, including without limitation any government funding organizations.

2.6 All Personnel must (i) be under the supervision and control of Recipient with respect to the Research; (ii) work via networks or in offices or facilities controlled by Recipient or a collaborating research institution; (iii) access the Data through Recipient’s systems only or the Data Enclave (as applicable); and (iv) participate in and conduct the Research solely in their capacity as an employee, faculty, student, fellow, resident or research associate of Recipient, or collaborator with one of the foregoing. In no event may any Personnel be an employee of an insurance company.

2.7 Recipient shall ensure that all Personnel who will have access to the Data, Derivative Information, and Confidential Information review a copy of this Agreement and execute, on an individual basis, an Acknowledgment by Personnel document in the form attached hereto as Exhibit C, prior to Recipient providing such Personnel with access to any Data, Derivative Information, and Confidential Information. Recipient shall provide HCCI with a copy of each signed Acknowledgment by Personnel document within thirty (30) days of such form being signed by individual Personnel. Such signed Acknowledgment by Personnel forms shall be incorporated into and made a part of this Agreement. Recipient shall ensure that all Personnel abide by the terms and conditions of the Acknowledgment by Personnel form, and shall be fully responsible and liable for the acts and omissions of all Personnel, including without limitation any breach by Personnel of any obligation hereunder. Recipient is solely responsible for payment of all compensation and benefits to Personnel assigned to perform research.

2.8 Unless otherwise expressly prohibited by the terms applicable to the Data Enclave, Recipient may make one copy of the Data solely for backup and disaster recovery purposes. Such copy must include all notices or legends appearing on the original copy, including the copyright notice, and in any event must be identified as Confidential Information. Recipient shall segregate the backup copy of the Data from other files and data such that the backup copy can be readily returned or destroyed upon request by HCCI. At any time within ten (10) days after HCCI’s written request, Recipient shall inform HCCI of the location of Recipient’s backup copy of the Data.

2.9 Without limiting any other restrictions or obligations set forth herein, Recipient shall not: (i) copy, reproduce, modify, or excerpt any of the Data, in whole or in part, for any purpose other than as expressly permitted under this Agreement; (ii) distribute, sublicense, share, lease, publicly report or otherwise transfer the Data (in whole or in part) to any person or entity that is not a party to this Agreement (except as expressly permitted in Section 2.6); (iii)
use the Data to provide service bureau or similar services; (iv) attempt to reverse engineer or otherwise obtain copies of the Data; (v) distribute or allow access to the Data outside the Territory; (vi) attempt to re-identify, reverse engineer or otherwise reformat the Data in an attempt to obtain the identity of any person or entity, including any payors or providers; (vii) identify, or attempt to identify or contact, any individual whose information is included in the Data; (viii) publish, disclose or otherwise release the identity of any individual or entity whose information is included in the Data or any patient identifiable information; (ix) make the Data available for access with or by “data mash-up” or automated linkage technologies; (x) link or merge the Data with other data or add other sources of data to the Data at the individual, member, or patient level without pre-approval from HCCI; (xi) benchmark or compare the Data with other claims data; (xii) re-identify, or attempt to re-identify, or allow to be re-identified, any relative(s), family or household member(s) of any individual within the Data; (xiii) link any of the 16 facial or direct identifiers set forth in 45 C.F.R. Section 164.514(b)(2) with the Data; (xiv) commoditize or commercialize the Data, either directly or indirectly, or otherwise license, sublicense or distribute the Data for a fee or payment of any kind; (xv) share the Data or any Confidential Information with any other Program Participant; or (xvi) develop, produce or generate an atlas-like product or publicly report or disclose price or utilization related data.

2.10 Recipient agrees to comply with any limits, qualifications, conditions, and restrictions set forth in the statistical de-identification determination associated with the Data, as may be communicated by HCCI to Recipient from time to time.

2.11 Except for the express license granted to Recipient herein, nothing in this Agreement is intended to transfer to Recipient any right, title or interest in or to the Data, including without limitation any patents, copyrights, trademarks, trade secrets or similar rights embodied therein or related thereto. Recipient agrees that it does not obtain any rights in the Data except the limited license to use the Data as provided herein.

3. Publication.

3.1 Notwithstanding Recipient’s confidentiality obligations hereunder, Recipient may publish or publicly present one or more works of authorship containing the results of its Research (each a “Work” and collectively the “Works”), provided that Recipient submits such Work to HCCI for HCCI’s review at least forty five (45) days prior to the scheduled submission of the Work for publication or presentation. Without limiting Recipient’s right to publish or publicly present a Work, in no event may any Work: (i) include, reproduce or disclose any Data or other Confidential Information, in whole or in part; (ii) be inconsistent with the Research Proposal; (iii) violate any restrictions set forth herein with respect to Data or Confidential Information or the HCCI policies or procedures set forth in Exhibit E (which Exhibit may be amended by HCCI from time to time by providing Recipient with written notice); (iv) materially misrepresent the Research results; or (v) include any information that compares health insurance plans or could reasonably be used to identify any health insurance plan or any health care provider. Recipient maintains full editorial control over and responsibility for any Work hereunder, provided, however, that Recipient shall delete any Confidential Information of HCCI from any such Work upon request by HCCI and consider any other HCCI comments or objections in good faith. In connection with submitting a Work to HCCI for review, to the
extent known, Recipient will notify HCCI in what journal, publication, seminar or other medium or venue the Work will be published or publicly presented.

3.2 Recipient shall acknowledge HCCI as the supplier of Data in any publication or disclosure made by Recipient based on the results of the Research. Said acknowledgement shall contain the following statement either in the Research Results acknowledgements section or in a footnote, as appropriate:

*The author(s) acknowledge the assistance of the Health Care Cost Institute (HCCI) and its data contributors, Aetna, Humana, Kaiser Permanente, and UnitedHealthcare [striking as appropriate], in providing the claims data analyzed in this study.*

Further, Recipient shall follow customary principles related to scientific publications in determining and attributing authorship of any proposed publication that is prepared with HCCI personnel.

3.3 As between the parties, Recipient shall retain title to copyrights in all Works first produced or composed solely by Recipient or its Personnel in the performance of the Research. Unless prohibited by a publisher as a condition of publication, Recipient grants to HCCI a perpetual, world-wide, irrevocable, fully-paid, royalty-free, non-exclusive right (including the right to grant sublicenses) to use, copy, create derivative works based on, distribute and publicly display such Works; provided, however that HCCI will keep confidential and not distribute or publicly display any Works marked confidential prior to their publication or disclosure by Recipient. With Recipient’s consent, which shall not be unreasonably withheld, HCCI may distribute or publicly display such Works if they are not published or disclosed within a reasonable period of time.

4. **Academic Advisory Panel.**

Recipient may appoint a qualified representative to participate in HCCI’s academic advisory panel, which panel will consist of one member of each Program Participant and will meet periodically and confer with HCCI regarding research projects, research methods, additional data requirements and related matters.

5. **Fees and Payment Terms.**

5.1 During the Initial Term (defined below), in consideration for the license to use the Data granted hereunder, Recipient shall pay to HCCI an annual license fee in an amount equal to $125,000 (the “Annual License Fee”). Such Annual License Fee will be invoiced to Recipient in two installments annually: 50% of the Annual License Fee will be invoiced six (6) months after the Effective Date (and annually thereafter); and 50% will be invoiced twelve (12) months after the Effective Date (and annually thereafter). If, in any academic year, HCCI approves and Recipient conducts additional research projects beyond the Purpose (i.e., more than two (2) Research Proposals or more than one (1) Research Proposal related to a PhD dissertation), then Recipient will pay the following additional license fees:
• $30,000 one-time fee per Research Proposal (not related to a PhD dissertation)
• $5,500 annual fee per Research Proposal related to a PhD dissertation

The Annual License Fee covers standard views of the Data and does not cover additional merges, Additional Data and Tools or non-standard views. If Recipient requests any of the foregoing, HCCI may make the same available to Recipient upon agreement and payment of the applicable additional fees.

5.2 Recipient shall pay all applicable sales, use, and any other taxes (other than HCCI’s income taxes), however designated, which are collected or levied on account of this Agreement. HCCI shall collect from Recipient and transmit to the proper authorities all taxes that HCCI is required by Law to collect from Recipient in connection with this Agreement or the transactions contemplated by this Agreement.

5.3 Recipient shall pay all fees and expenses invoiced by HCCI within thirty days after the date of each invoice. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1½ %) per month, or the maximum rate allowed by Law.

5.4 If, at the end of any Contract Year (defined below), HCCI has not approved at least one Research Proposal, then upon request by Recipient, HCCI will refund to Recipient any Annual License Fees actually paid by Recipient for such Contract Year; provided that HCCI may also terminate the Agreement without any further obligation to Recipient.

6. Recipient’s Responsibilities.

6.1 Recipient will provide and maintain all computer hardware, software, communications equipment, and associated peripherals and support necessary to use the Data (the “Data Use Infrastructure”). HCCI will not be responsible or liable for any failure to perform hereunder if such failure to perform results from Recipient’s failure to provide an adequate Data Use Infrastructure.

6.2 In the event that Recipient accesses the Data Enclave or any other information systems or communication systems of HCCI (collectively, the “Information Systems”), Recipient agrees that it will use such access only as authorized in this Agreement, and for no other purposes, and will comply with all security controls, policies, standards, and guidelines applicable to such Information Systems. Recipient acknowledges that HCCI may monitor access to and use of Information Systems and communications and transmissions of information initiated or received on or by Information Systems. Recipient agrees it will not (i) knowingly introduce any virus or disabling code into the Information Systems, (ii) allow third parties to have access to the Information Systems, (iii) attempt to access any portions of the Information Systems that are not required for the Purposes, (iv) use the Information Systems in any manner that may damage or impair the Information Systems or HCCI; or (v) attempt to circumvent or bypass applicable security procedures for the Information Systems.
6.3 Recipient represents, warrants and covenants that: (i) Recipient’s performance of its obligations under this Agreement will not conflict with any other agreements to which Recipient is a party; and (ii) Recipient will comply with all federal, state and local laws, rules, and regulations ("Laws") in connection with its use of the Data and performance of the Research, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and regulations issued thereunder and any other Laws relating to medical confidentiality, patient privacy, personal information and antitrust or unfair competition, as applicable.

6.4 Recipient further represents, warrants and covenants that (i) nothing in any document with, from or to a government entity (other than Recipient, which is a state government entity) or funding agency, including without limitations, any grant, award, Request for Application, contract, or any data rights agreement obligates Recipient to share the Data or provide access or rights to the Data to such other government entity or funding agency, or to any individual associated with such other government entity or funding agency, and that (ii) Recipient is under no other obligation to provide the Data, access to the Data or rights to the Data to any federal or other state entity or funding agency or person employed by such federal or other state entity or funding agency.

6.5 Recipient will implement and comply with reasonable and appropriate safeguards (consistent with standards and practices applicable to similarly situated institutions) to prevent unauthorized use, access or disclosure of the Data, including without limitation, the following security requirements:

(i) Recipient has and shall maintain during the term of this Agreement written risk management and security policies that cover all aspects of data center operations, desktop computer use, mobile device use and other operation and use of computer systems and networks, software development, and processing of information, including the Data.

(ii) Any device, including without limitation, hard drives and laptops, that stores Data will be password protected and encrypted. Any Data that is stored for back-up purposes will be stored at a separate location that meets the security and other requirements set forth in this Agreement.

(iii) All Data shall be transmitted using secure means. Recipient will use either a point-to-point Virtual Private Network (VPN) when transmitting Data or will encrypt any incoming or outgoing email containing the Data. Any other method of transmitting the Data must first be approved in writing by HCCI.

(iv) Access to the Data will be limited to the Personnel who need to have access for the Purposes and such Personnel shall have access to only the minimum amount of Data necessary for the Purposes.
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(v) Without limiting any other obligations hereunder, for each Research Proposal, Recipient or its Personnel will supply HCCI with its Data Security Plan using the template attached hereto as Exhibit D.

6.6 In the event that Recipient learns of or reasonably believes that there has been any unauthorized access, use or disclosure (or attempted unauthorized access, use or disclosure) to or of any Data, in whole or in part, while such Data is in the possession, custody or control of Recipient or any Personnel ("Data Security Breach"), Recipient shall, at its sole cost and expense and without limiting any other rights or remedies of the parties hereunder, take the following actions: (i) immediately notify HCCI of such Data Security Breach; (ii) reasonably cooperate with HCCI in connection with investigating such Data Security Breach; (iii) take reasonable steps necessary to remedy the circumstances that permitted any Data Security Breach to occur and to prevent further Data Security Breaches; and (iv) comply with all applicable Laws relating to such Data Security Breach. Any notice of a Data Security Breach hereunder shall include the type of information that was included in the breach, the circumstances of the breach, the date(s) of the breach, the date of discovery of the breach, and other details as reasonably requested by HCCI.

6.7 Recipient shall maintain at its own expense appropriate types and levels of insurance coverage for its operations and in compliance with all applicable Laws.

6.8 During the Term of this Agreement, Recipient shall notify HCCI in the event that any Personnel participating in the Research ceases to be employed by, or otherwise affiliated with, Recipient.

6.9 Recipient has and will maintain a comprehensive privacy program that is reasonably designed to address privacy risks related to the Data. This program includes and will include appropriate privacy controls and procedures, including but not limited to the designation of an employee or employees to coordinate and be responsible for the privacy program; the identification of reasonably foreseeable, material risks, both internal and external, that could result in a violation of the restrictions on use and disclosure of the Data in this Agreement and under applicable Law; and the design and implementation of reasonable privacy controls and procedures to address the risks identified.

7. Warranty; Disclaimer of Warranties.

HCCI represents and warrants it has secured all necessary rights to enable Recipient to use the Data for the purposes set forth in and in accordance with this Agreement. HCCI hereby specifically disclaims all other representations or warranties, express or implied, including any warranties relating to merchantability, noninfringement or fitness for a particular purpose. Except as set forth in this Agreement, HCCI further disclaims any endorsement, approval or recommendation of particular uses of the Data. Under no circumstances shall HCCI be liable for the accuracy, completeness or timeliness of the Data or Recipient's use or inability to use the Data or any damage to equipment or systems arising from the Data.
RECIPIENT DISCLAIMS ANY WARRANTIES REGARDING THE ACCURACY AND COMPLETENESS OF ITS RESEARCH RESULTS.

8. **Limitation of Liability.**

IN NO EVENT WILL HCCI OR ANY OF ITS AGENTS, AFFILIATES OR THIRD PARTY PROVIDERS OF DATA BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT SUCH LIABILITY IS FORESEEABLE. IN NO EVENT WILL HCCI OR ITS AGENTS, AFFILIATES OR THIRD PARTY PROVIDERS OF DATA BE RESPONSIBLE OR LIABLE FOR ANY COST OF RECOVERING LOST DATA OR OF REPROGRAMMING. HCCI’S LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE ANNUAL LICENSE FEE.

THE PARTIES ACKNOWLEDGE THAT RECIPIENT IS AN ARM OF THE STATE OF MINNESOTA AND, AS SUCH, RECIPIENT’S OBLIGATIONS OR LIABILITIES SHALL BE LIMITED TO THE EXTENT PROVIDED BY THE LAWS OF THE STATE OF MINNESOTA.

9. **Indemnification.**

9.1 Except to the extent prohibited or restricted by state law or as provided in Section 8, Recipient shall indemnify and defend HCCI, its agents and affiliates and their respective officers, directors and employees, and hold each of them harmless from, all loss, costs, damages and liabilities resulting from a third party claim to the extent arising out of: (i) Recipient’s unauthorized use of the Data; (ii) any Data Security Breach; or (iii) Recipient’s breach of any material obligation under this Agreement; provided, however, that in no event will Recipient be obligated to indemnify HCCI to the extent that any claim is caused by HCCI’s negligence, willful misconduct or breach of any material obligation hereunder. HCCI shall give Recipient prompt, written notice of any such claim and shall reasonably cooperate with and assist Recipient in connection with defending such claim. Recipient’s indemnification obligations contained in this Section 9 shall include any claims resulting from actions or omissions of any Personnel of Recipient or any other third parties (including affiliates) that access or obtain the Data through Recipient’s actions or omissions. Recipient shall not settle any claims under this provision without the prior written approval of HCCI. This indemnification provision shall not be deemed to waive or limit any other rights, claims or remedies.

9.2 HCCI shall indemnify, defend and hold harmless Recipient from all loss, costs, damages and liabilities resulting from any third party claim to the extent arising out of HCCI’s failure to secure all necessary rights to enable Recipient to use the Data in conformance with this Agreement, provided that such indemnity is subject to the limitation of liability in Section 8.

10. **Confidentiality.**

10.1 Recipient acknowledges and agrees that it will receive or otherwise have access to Confidential Information of HCCI in connection with this Agreement. Except as otherwise
expressly provided herein, all Confidential Information is and will be owned by HCCI. Recipient shall (i) protect any and all Confidential Information from unauthorized use or disclosure with at least the same degree of care Recipient uses to protect its own most confidential information; (ii) use the Confidential Information only for the Purposes, and in accordance with, the terms of this Agreement and the HCCI policies or procedures set forth in Exhibit E (if any); (iii) not record, copy, or reproduce any Confidential Information in any form, except as expressly authorized herein; (iv) except as expressly authorized herein, not disclose to or otherwise permit any third person or entity, including data contributors to HCCI, access to any Confidential Information except with prior written consent of HCCI, which consent may be withheld in HCCI’s sole discretion; (v) limit disclosure of Confidential Information to Personnel who are necessary for the Purposes and involved in Recipient’s performance of its obligations under this Agreement; (vi) ensure that any Recipient Personnel who receive or obtain Confidential Information are advised of the nature of the Confidential Information and of the obligations Recipient has undertaken with respect to such information under Agreement; (vii) take any and all other steps necessary to safeguard Confidential Information against unauthorized access, use or disclosure; (viii) not identify or make any efforts to identify the individuals or entities who are the subjects of the Confidential Information or to contact or make any effort to contact such individuals or entities; and (ix) protect the confidentiality of any Confidential Information in compliance with any applicable Laws, including, but not limited to, the applicable provisions of HIPAA and the regulations issued thereunder.

10.2 Except as expressly set forth in Section 11.2, upon expiration or termination of this Agreement, Recipient will voluntarily surrender to HCCI all Confidential Information in Recipient’s possession, custody, or control.

10.3 Recipient acknowledges and agrees that the unauthorized disclosure, access or use of Confidential Information may cause irreparable harm and significant injury, which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Recipient agrees that injunctive or other equitable relief may be appropriate in the event of any breach by Recipient of any part or parts of this Section 10, in addition to such other remedies as may be available at Law or in equity.

10.4 If Recipient or any of its Personnel receives a request to disclose Confidential Information (whether by deposition, interrogatory, request for production of documents, subpoena, investigation, demand, order, requests under state or federal Freedom of Information Act, Freedom of Access Act or similar legal process), then the Recipient will, unless prohibited by Law, immediately notify HCCI, cooperate with them and take all other reasonable steps to obtain a protective order or other appropriate remedy (including with respect to any request under any state or federal Freedom of Information Act or Freedom of Access Act or similar legal process (the “Act”), to deny such access by asserting one or more of the exceptions to disclosure under such Act including that the disclosure of such requested information is harmful to HCCI, is a trade secret of HCCI or its data contributors and constitutes commercial, scientific and technical information, if such exemption(s) apply and any applicable state and/or federal rules of evidence) or assurance that the Confidential Information will be afforded confidential treatment to the maximum extent allowed under applicable Law. In any event, Recipient may disclose the requested Confidential Information only to the extent necessary to
comply with any legally compelled requirement. In such event, Recipient shall (i) give reasonable advance notice to HCCI and provide them with such information as is reasonably requested in order for them to take steps to resist or limit any compelled disclosure as they may determine to be appropriate; and (ii) use its best efforts to secure confidential treatment of the Confidential Information to be disclosed pursuant to all applicable governmental or judicial protection available for like material. Notwithstanding any of the foregoing, if Recipient or any of its Personnel receives a request to disclose the terms of this Agreement (whether by deposition, interrogatory, request for production of documents, subpoena, investigation, demand, order, requests under state or federal Freedom of Information Act, Freedom of Access Act or similar legal process or pursuant to standard institutional policies with respect to disclosure), then Recipient, except in response to requests pursuant to standard institutional policies will promptly notify HCCI, which notice will include a description of the request and Recipient’s intended response. Following such notice or in response to a request pursuant to standard institutional policies, Recipient shall respond to such request in accordance with its established policies and procedures for responding to such requests, which may include disclosure of the terms of this Agreement.

10.5 Recipient’s obligations with respect to Confidential Information hereunder will not apply to any information, which Recipient can demonstrate with credible supporting evidence: (i) was in the public domain at or subsequent to the time it was communicated to Recipient by HCCI through no fault of Recipient (this exclusion does not apply merely because certain features of information that would otherwise be considered Confidential Information may be found separately within the general disclosure of the public domain); (ii) was rightfully in Recipient’s possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient; (iii) was developed by employees or agents of Recipient independently of, and without reference to, any information communicated to Recipient by HCCI; or (iv) was communicated by HCCI to an unaffiliated third party free of any obligation of confidentiality or non-disclosure.

11. Term and Termination.

11.1 This Agreement will commence on the Effective Date and continue in full force and effect for a period of three (3) years (the “Initial Term”), unless terminated in accordance with this Section 11. Thereafter, this Agreement may be renewed for additional successive twelve (12) month periods (each a “Renewal Term”) upon written agreement of the parties, provided, however, that Recipient must request such renewal at least 90 days prior to the expiration of the Initial Term or then-current Renewal Term. Each successive twelve month period commencing on the Effective Date is referred to herein as a “Contract Year.” HCCI will not unreasonably withhold consent to a requested Renewal Term if such request is reasonably necessary for purposes of continuing or completing the Research. Each Renewal Term will be subject to additional Annual License Fees and/or updated or new terms and conditions as determined by HCCI in its sole discretion. If, after expiration or termination of this Agreement, Recipient requires renewed access to the Data in order to validate its research results, HCCI will not unreasonably deny Recipient such access for validation purposes, provided, however, that Recipient will reimburse HCCI for all costs incurred in connection with such renewed access and all of the terms and conditions governing Recipient’s use of the Data hereunder will apply to
such access.

11.2 Recipient may terminate this Agreement for any reason by providing HCCI with notice of termination at least six (6) months before expiration of the then-current Contract Year. In the event of such termination, Recipient may continue and complete Research in progress on the effective date of termination, but may not commence new Research. In the event of termination by Recipient under this Section 11.2, it will not be entitled to a refund of any pre-paid Annual License Fee or any other pre-paid license fees and will remain obligated to pay HCCI the the second installment of the Annual License Fee for the then-current Contract Year in accordance with Section 5.1.

11.3 Each party may terminate this Agreement if another party materially breaches this Agreement by giving each other party 30 days prior written notice describing the breach. If the breaching party does not cure the breach within the 30-day notice period, then this Agreement shall terminate. Notwithstanding the foregoing, in the event Recipient or Recipient’s Personnel improperly discloses the Data, HCCI may immediately terminate this Agreement.

11.4 Each party may terminate this Agreement, upon written notice to each other party if:

(a) another party (i) applies for or consents to the appointment of a receiver, trustee, custodian, or liquidator because of its inability to pay its debts as they mature, (ii) makes a general assignment for the benefit of creditors, (iii) becomes adjudicated a bankrupt or insolvent or becomes the subject of an order for relief under Title 11 of the United States Code; (iv) files a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under such law; or (v) suffers the filing against it of an involuntary petition seeking relief under Title 11 of the United States Code, and any such action remains unremedied for 90 consecutive days; or

(b) an order, judgment or decree is entered, without the application, approval or consent of the other party, by any court of competent jurisdiction, approving a petition seeking reorganization or appointing a receiver of such company or substantially all of the assets of such company, and such order, judgment or decrees continues unstayed and in effect for any period of 60 consecutive days; or

(c) any Certificate of Authority, license or other registration permitting a party to operate its business is revoked or suspended and such revocation or suspension continues unstayed and in effect for a period of 90 days provided such loss is not the result of the terminating party’s performance or failure to perform under this Agreement.

11.5 Except as expressly provided in Section 11.2, upon termination or expiration of this Agreement, Recipient will immediately cease all use of the Data and, within 30 days, return
Research Program Agreement

all copies of all Data and Confidential Information to HCCI or destroy such copies as directed by HCCI.

11.6 The following Sections and subsections of this Agreement shall survive expiration or termination: 1, 2.9, 2.11, 3.2, 3.3, 6, 7, 8, 9, 10, 11.2, 11.4, 11.5, 12, 13 and 14.


12.1 Recipient will (i) maintain Information and Records (as such terms are defined in Section 12.2 below) in a current, detailed, organized and comprehensive manner and in accordance with all applicable Laws; and (ii) maintain such Information and Records for the longer of six (6) years after the termination of this Agreement, or the period required by applicable Law. For avoidance of doubt, the foregoing obligation is not intended to relieve Recipient of any obligation to return or destroy Data or Confidential Information upon expiration or termination of this Agreement.

12.2 Upon reasonable advance notice, Recipient will provide HCCI, directly or through its designated agents, access to all books, records and other information, documents, materials, and papers (including, but not limited to, financial records) and other information relating to the performance of this Agreement and the responsibilities performed hereunder (together "Information and Records"). Recipient agrees to provide HCCI with access to Information and Records for as long as it is maintained as provided in Section 12.1 above. Recipient agrees to supply copies of Information and Records within seven (7) calendar days after HCCI’s reasonable request, where practicable, and in no event later than the date required by any applicable Law or regulatory authority.

12.3 During the Initial Term and any Renewal Term of this Agreement and for three years thereafter, Recipient agrees to permit HCCI or its auditors upon reasonable advance notice, to inspect and examine any computer systems used by Recipient (including any Personnel) in connection with the Research, facilities that house the Data, policies, procedures, plans, and other records and documentation as reasonably necessary for HCCI to verify Recipient’s compliance with this Agreement; provided that such inspection or examination will be subject to Recipient’s reasonable policies and procedures.

13. Research Results.

13.1 Upon reasonable request from HCCI, Recipient will keep HCCI informed of all Research Results. Title to and ownership of such Research Results will be determined in accordance with applicable Laws; provided, however: (i) Recipient will be free to use Research Results (but not including Data) for its own internal research purposes; and (ii) notwithstanding any provision in this Agreement to the contrary, HCCI will be free to use Research Results for its own research purposes and to otherwise further its Mission.

13.2 If any Research Results are owned solely by Recipient or jointly with HCCI, then notwithstanding any provision in this Agreement to the contrary Recipient shall and does
hereby grant to HCCI: (i) a non-exclusive, perpetual, irrevocable, transferable, world-wide, royalty-free license, with the right to sublicense, under any patents, copyrights, trade secrets and other intellectual property rights, to make, have made, sell, distribute, copy, modify, publicly display and otherwise use such Research Results, and any products embodying or produced through the use of such Research Results, solely for the purpose of furthering its Mission.

14. **General.**

14.1 This Agreement (including each of the Exhibits) constitutes the entire understanding between the parties and supersedes all prior proposals, communications and agreements between the parties relating to its subject matter. No amendment, change, or waiver of any provision of this Agreement will be binding unless in writing and signed by both parties. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court with jurisdiction, the remaining provisions shall continue in full force and effect.

14.2 The parties’ respective relationships hereunder are that of independent contractor. None of the parties shall be deemed to be, or hold themselves out as, a partner, agent, employee or joint venture partner of the other party.

14.3 Neither party may assign or transfer this Agreement or any of the rights or licenses granted under it (including by operation of Law, merger or stock sale), without the prior, written consent of the other party. Any attempted assignment without consent shall be void. Notwithstanding the foregoing, HCCI may, without prior written consent, assign this Agreement in connection with a reincorporation of HCCI to a different jurisdiction, whether by merger, conversion, or transfer of all or substantially all of the assets and obligations of HCCI to a successor entity with substantially the same mission, Board, and leadership structure as HCCI.

14.4 HCCI may engage one or more independent third parties to exercise any of its rights or perform any of its obligations hereunder, including without limitation, hosting the Data and making it available to Recipient. In such event, HCCI will remain responsible and liable for the acts and omissions of each such independent third party.

14.5 Any notices permitted or required under this Agreement shall be in writing and will be sent by certified United States mail, postage prepaid, return receipt requested, or by facsimile transmission or overnight courier service, addressed to the party at the address in the first paragraph of this Agreement, or at a different address as a party has notified the other party in writing.

14.6 Recipient will not disclose the financial terms of this Agreement to any other person or entity, except to a Recipient’s accountants, attorneys, consultants and agents, or as agreed by the parties or as required by Law.
14.7 The obligations of the parties under this Agreement shall be suspended to the extent a party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), acts of war, acts of terrorism, vandalism or other aggression, acts of God, fires, storms, accidents, governmental regulations, failure of Internet access or service, or any other cause whatsoever beyond a party's control; provided, however, that such cause could not have been prevented by the non-performing party's reasonable precautions, and could not reasonably be circumvented by the non-performing party through the use of commercially reasonable substitute services, alternate sources or work-around plans, or the implementation of the security measures required in this Agreement or other commercially reasonable security measures.

14.8 This Agreement shall be governed by and construed in accordance with the laws of contract the State of New York, without regard to its conflict of laws principles, provided, that the laws of the State of Minnesota shall govern with respect to Recipient's status as an arm of the State of Minnesota and with respect to Recipient's associated obligations, liabilities, immunities and waivers of immunity as a Minnesota State entity. The Minnesota State District Court for Hennepin County, Minnesota, shall have exclusive jurisdiction over any claim, proceeding, or suit against Recipient arising under or relating to this Agreement.

14.9 Except as required by applicable Law, none of the parties will use any other party's name or the name of any Personnel in any publicity (including press releases) relating to this Agreement or in any advertising, packaging or other promotional material without the prior written approval of the other party. Notwithstanding the foregoing, HCCI may use the name of Recipient, Recipient's Personnel and the Research Proposal topic in connection with promoting HCCI's public Mission; provided, however, that the Recipient's Personnel and the Research Proposal topic may not be disclosed until approval of the applicable Research Proposal by HCCI.

14.10 The Data may include commercial technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by HCCI and/or its agents or licensors. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

***Signature Page Follows***
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

RECIPIENT  

By: 
Name: Kevin McKoskey  
Title: Sr. Associate Director  
Date: February 24, 2015

HEALTH CARE COST INSTITUTE, INC.  

By: 
Name: David Newman  
Title: President  
Date: February 26, 2015
May 5, 2015

Kevin McKoskey
Sr. Associate Director
Office of Sponsored Projects Administration
450 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2070

Re: Letter Agreement – Research Program Agreement Amendment

Dear Mr. McKoskey:

As you know, the University of Minnesota ("Recipient") and Health Care Cost Institute, Inc. ("HCCI") are parties to a Research Program Agreement executed on or near February 26, 2015 (the "Agreement"), pursuant to which, any amendment to the Agreement must be in writing and signed by both parties.

HCCI has entered into similar research program agreements with a number of other academic institutions and in an effort to standardize the research program agreements with all academic partners, a goal many have requested, HCCI offers the following amendments to the Agreement in its original form. Please feel free to accept or decline any amendment by initialing in the appropriate box below. If you leave both responses blank, we will interpret this as the Recipient institution declining that amendment.

1. **Section 1 Definition of “Confidential Information.”** The last sentence of the definition of “Confidential Information” to be revised to exclude “Research Proposals and pre-publications drafts of reports of Research Results.” Notwithstanding this revision, no pre-publication drafts of reports of Research Results may be made public without HCCI review as required under Section 3.1.

<table>
<thead>
<tr>
<th>Accept #1</th>
<th>Decline #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

2. **Section 3.3.** The last sentence of Section 3.3 to be deleted in its entirety and replaced with the following:

   With Recipient’s consent, which shall not be unreasonably withheld, HCCI may distribute or publicly display such Works if they are not published or disclosed within a reasonable period of time.

<table>
<thead>
<tr>
<th>Accept #2</th>
<th>Decline #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

Confidential Information
3. **Section 8.** The last sentence of Section 8 to be amended to read:

   Except in connection with HCCI’s indemnification obligation set forth in Section 9.2, HCCI’s liability arising out of this agreement will not exceed the Annual License Fee.

   Accept #3  X

   Decline #3  

4. **Section 9.2.** The last sentence of Section 9.2 to be amended to remove the language:

   provided that such indemnity is subject to the limitation of liability in Section 8

   Accept #4  X

   Decline #4  

5. **Section 10.4.** The following to be added to the end of Section 10.4:

   Notwithstanding any of the foregoing, if Recipient or any of its Personnel receives a request to disclose the terms of this Agreement (whether by deposition, interrogatory, request for production of documents, subpoena, investigation, demand, order, requests under state or federal Freedom of Information Act, Freedom of Access Act or similar legal process or pursuant to standard institutional policies with respect to disclosure), then Recipient, except in response to requests pursuant to standard institutional policies will promptly notify HCCI, which notice will include a description of the request and Recipient’s intended response. Following such notice or in response to a request pursuant to standard institutional policies, Recipient shall respond to such request in accordance with its established policies and procedures for responding to such requests, which may include disclosure of the terms of this Agreement.

   Accept #5  X

   Decline #5  

6. **Section 11.1.** The last sentence of Section 11.1 to be deleted in its entirety and replaced with the following:

   If, after expiration or termination of this Agreement, Recipient requires renewed access to the Data in order to validate its Research Results, comply with law or investigate and respond to a Personnel matter; then HCCI will not unreasonably deny Recipient such access for validation purposes, provided, however, that Recipient will reimburse HCCI for all costs incurred in connection with such renewed access and all of the terms and conditions governing Recipient’s use of the Data hereunder will apply to such access.

   Accept #6  X

   Decline #6  

2
7. **Section 13.2.** Section 13.2 (ii) (provided below) to be deleted in its entirety.

an option to obtain a royalty-bearing, exclusive license (subject to third party rights, if any), with the right to sublicense, under any patents, copyrights, trade secrets and other intellectual property rights, to make, have made, sell, distribute, copy, modify, publicly display and otherwise use such Research Results and any products embodying or produced through the use of such Research Results.

Accept #7  
Decline #7

8. **Section 14.9.** The following sentence to be added to the end of Section 14.9.

For avoidance of doubt, although HCCI is entitled to disclose a Research Proposal topic in accordance with this Section 14.9, it may not otherwise disclose the Research Proposal itself, either in whole or in part, except to employees, directors, committee members and other agents who have a need to receive the Research Proposal.

Accept #8  
Decline #8

9. **Exhibit C, Section 9(iii).** Exhibit C, Section 9(iii) to be deleted in its entirety and replaced with the following:

use the Data or any part thereof for any purpose other than the Research

Accept #9  
Decline #9

Except as to those amendments accepted in this letter, the Agreement remains unchanged and in full force and effect.

* Signature Page Follows *
Confidential Information

To confirm your agreement to the terms of this letter, as accepted above, please sign in the space set forth below. This letter may be signed in counterparts, and all counterparts taken together will constitute the same document.

Yours sincerely,

[Signature]

David Newman
President
Health Care Cost Institute

ACCEPTED AND AGREED

By: [Signature]

Title: Sr. Associate Director

Recipient: Regents of the University of Missouri

Date: 5/14/15

NA - indicates in current agreement
The Health Care Cost Institute, Inc. ("HCCI") and the Regents of the University of Minnesota ("Recipient") have entered into a Research Program Agreement (the "Agreement"), with an effective date of February 26, 2015. The Agreement is intended to serve as the master agreement for a number of individual projects, each with its own (i) scope of work and data request, (ii) data security plan, and, as applicable, (iii) fees. Capitalized terms used herein without definition will have the meanings given to them in the Agreement (defined below).

Pursuant to the Agreement, the undersigned parties acknowledge the following:

Acknowledgements:

1. That this Acknowledgement is subject to and governed by the terms and conditions of the Agreement, including the NORC Data Enclave Addendum.

2. That the parties have each reviewed and approved the Research Proposal attached hereto as Exhibit A (the "Project").

3. That Recipient desires that the Project count as one of the projects contemplated in the Agreement.

4. That all Personnel (as defined in the Agreement) under the Project have executed an Acknowledgment of Personnel (Exhibit C under the Agreement) and that the parties have accepted the participation of such Personnel.

5. That the Recipient has provided and HCCI has approved the Data Security Plan attached hereto as Exhibit D, in accordance with the Agreement.

6. That the Recipient and its Personnel will abide by HCCI Policies and Procedures attached to the Agreement as Exhibit E.

7. That the Recipient will fulfill its financial obligations with respect to the Project in accordance with the Agreement.

RECIPIENT

__________________________________________________________________________________

Name: 
Title: 
Date:

HEALTH CARE COST INSTITUTE, INC.

__________________________________________________________________________________

Name: David Newman
Title: President
Date:
EXHIBIT A

ACADEMIC RESEARCH PARTNER: 

PRIMARY INVESTIGATOR: 

PROJECT SHORT NAME: 

PROJECT START DATE: 

RESEARCH PROPOSAL

Please read the following and be aware of how these HCCI policies may impact your study.

Data Constraints: Commercial health care claims data are submitted to the Health Care Cost Institute (HCCI) by health insurance carriers. Limited use versions of the data are available through application to HCCI. The data are available for use in academic and public policy research designed to improve the general public’s understanding of health care cost drivers and to offer focus and direction to policy makers, regulators, analysts, consumers, and other specific stakeholders. The data may not be used for commercial or competitive purposes and there are other constraints you need to note incorporated into the data license agreement.

1. SHORT DESCRIPTION AND TITLE OF PROJECT

   A. Short Title (~10 words) 
   
   B. Short Description (Please describe your project in 100 words or less)

2. PRINCIPAL INVESTIGATOR, COLLABORATORS, AND RESEARCH STAFF

List the names of all staff on the project, including contractors, who will have access to the data, review data products, or view data/data products before publication. Please repeat as needed for the collaborator and research staff. Please attach curriculum vitae of the principal investigator, collaborator, if any, and all research staff.

   A. PRINCIPAL INVESTIGATOR

      NAME 
      TITLE 
      PRIMARY EMPLOYER 
      MAILING ADDRESS 
      PHONE NUMBER 

   B. COLLABORATOR

      NAME 
      TITLE 
      PRIMARY EMPLOYER 
      MAILING ADDRESS 
      PHONE NUMBER 

   C. RESEARCH STAFF

      NAME
3. RESEARCH PROTOCOL

Please provide a summary of your research protocol, responding to each of the sections outlined below. In total, the entire response to all sections should be no more than 1000-1500 words. Be sure that your question is relevant to HCCI’s goal of improving the public’s understanding of health care costs or utilization.

A. Statement of the research question, including the key metrics to be developed or hypotheses to be tested.

B. Summary of background and prior research.

C. New contribution this research will provide

D. Research design and methodology.

E. Statement of why HCCI data is required for this research.

F. Intended completion date and dissemination plans.

4. CONFLICTS OF INTEREST DISCLOSURE

HCCI generally follows the American Economic Association Disclosure Policy and requires researchers and all personnel, as defined in the research license agreement, to disclose potential conflicts of interest and financial arrangements.

Disclosures: During the term of this research license agreement, each researcher and all personnel, as defined in the research license agreement, including any additions to researchers and personnel, shall inform HCCI of any material changes to the statements made herein. A misstatement, either now or at a subsequent time during the term of this agreement, or failure to disclose any material change during the term of the research license agreement shall constitute a breach of the research license agreement and be grounds for immediate termination of the agreement by HCCI or the data contractor. Additionally, HCCI or the data contractor may immediately terminate this research license agreement at any time if a conflict of interest or improper financial arrangement is discovered, whether disclosed by the researcher or not. Moreover, if HCCI reasonably believes that the appearance or potential appearance of a conflict of interest exists, (defined as “any engagement, undertaking, relationship, or position with or financial support from an “interested party”(defined as any individual, group, or organization that has a financial, ideological, or political stake related to the research)), HCCI may immediately terminate this research license agreement.
Research Program Agreement

Please address the following questions and incorporate as part of your application:

A. Each researcher and all personnel should state any actual or anticipated sources of financial support for the proposed research. If none exists, that fact should be stated.

B. Each researcher and all personnel should identify all interested parties from whom he or she has received significant financial support, summing to at least $10,000 in the past three years, in the form of consultant fees, retainers, grants and the like. The disclosure requirement also includes in-kind support, such as providing access to data. If the support in question comes with a non-disclosure obligation, that fact should be stated, along with as much information as the obligation permits. If there are no such sources of funds, that fact should be stated explicitly. An “interested” party is any individual, group, or organization that has a financial, ideological, or political stake related to the article.

C. Each researcher and all personnel should disclose any paid or unpaid positions as officer, director, or board member of relevant non-profit organizations or profit-making entities. A “relevant” organization is one whose policy positions, goals, or financial interests relate to the article.

D. Each researcher and all personnel must disclose if another party had the right to review the paper prior to its circulation.
EXHIBIT B

ACADEMIC RESEARCH PARTNER: ________________________________
PRIMARY INVESTIGATOR: ________________________________
PROJECT SHORT NAME: ________________________________
PROJECT START DATE: ________________________________

DATA REQUEST

Recipient is requesting that HCCI prepare a Data Set based on the following criteria below.
Recipient will complete the information requested in this Exhibit B.

1. DATA REQUIRED

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<td>2010-2014</td>
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<td>OTHER* (PLEASE DESCRIBE):</td>
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<tr>
<th>DATA VIEWS</th>
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<td>STANDARD 2 (PLEASE CIRCLE ONE):</td>
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<td>CUSTOM* (PLEASE CIRCLE ONE):</td>
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<tr>
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</tr>
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<td>MEDICARE ADVANTAGE (AVAILABLE ONLY AFTER 2008)</td>
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<td>MEDICAL CLAIMS</td>
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<td></td>
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<tr>
<td>PHARMACY CLAIMS</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

* Requests for non-standard data views (including non-standard years of data) must be submitted to HCCI in writing and may be subject to additional terms and conditions as well as additional fees.

2. DATA MERGES.

Please be aware that HCCI needs to review any merges on the dataset before they can be performed. HCCI may require the encryption of provider IDs which will be at cost to the research team.

<table>
<thead>
<tr>
<th>Do you plan to merge on additional, non-HCCI datasets to this data (Please circle one)?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

If yes, list the datasets you would like to merge at the individual (patient) level (PLEASE DESCRIBE):

If yes, list the datasets you would like to merge at the physician/pharmacy/facility level (PLEASE DESCRIBE):

If yes, list the dataset you would like to merge by geography/area (PLEASE DESCRIBE):
3. DATA DELIVERY & USE

<table>
<thead>
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<tbody>
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</tr>
<tr>
<td>ACADEMIC RESEARCH PARTNER OWNED FACILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER* (Please describe)</td>
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<td></td>
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* Locations for data delivery & use other than the HCCI Data Enclave or a Partner-owned facility will require additional information and explanation in the data security agreement (Exhibit D).
EXHIBIT C

ACKNOWLEDGMENT OF PERSONNEL

I, the undersigned, acknowledge, agree, represent and warrant to the following:

1. Health Care Cost Institute ("HCCI") has agreed to a Research Program Agreement dated February 26, 2015 (the "Agreement") with the Regents of the University of Minnesota (the "Recipient") pursuant to which I will be granted access to Data (as defined in the Agreement), and that I have been provided with a copy of, and have read and understand, the Agreement.

2. I am an employee, faculty, student, fellow, resident or research associate at the Recipient, or a collaborator with one of the foregoing, and I require access to the Data, Derivative Information, and Confidential Information for the Purposes (as defined in the Agreement).

3. My affiliation with the Recipient meets each of the following conditions: (i) I am under the supervision and control of the Recipient with respect to the Research (as defined in the Agreement); (ii) I work via networks or in offices or facilities controlled by the Recipient or a collaborating research institution; (iii) I access the Data through the Recipient's systems only; (iv) I am participating in and conducting the Research solely in my capacity as an employee, faculty, student, fellow, resident or research associate of the Recipient, or collaborator with one of the foregoing; and (v) I am not an employee of a health insurance company, nor am I acting on behalf of or in collaboration with, directly or indirectly, any insurer or other commercial entity.

4. I will not use the Data, Derivative Information, or Confidential Information in any manner, except as necessary for the Purposes. I will not use or access any Data outside the United States. I will not disclose the Data or any part thereof to any person or entity for any reason, including without limitation, (i) publishing, (ii) quoting or reproducing for advertising, promotional or public relations purposes, or (iii) reproducing or placing in any data retrieval systems. I will comply with all terms and conditions set forth in the Agreement relating to use of Data, Derivative Information and Confidential Information, including without limitation the HCCI Policies and Procedures set forth in Exhibit E of the Agreement.

5. Any documents or materials I prepare, which contain information derived from any part of the Data shall be conspicuously marked with confidential and/or proprietary notices substantially similar to those notices contained in the original source documents provided by HCCI. Further, I will not publish or otherwise disclose any information or materials, which contain information derived from any part of the Data in violation of the terms and conditions of the Agreement, including without limitation Section 3.
6. Excluding any representations and warranties explicitly made in Section 7 of the Agreement, HCCI makes no representations or warranties, express or implied, in connection with the Data including without limitation the implied conditions and warranties relating to merchantability and fitness for a particular purpose.

7. All Data is confidential and proprietary and shall be and remain HCCI’s property and nothing contained herein shall be construed as granting to me any right, title or interest in or to the Data. I will not disclose the Data, the source of the Data, or the existence of the Agreement or this acknowledgement form to any individual or entity.

8. All Data, and copies thereof in my possession or control, must be promptly returned upon HCCI’s request or destroyed. I will not retain any copies of any Data for any purpose.

9. I will not (i) reproduce any of the Data, (ii) attempt to reverse engineer, disassemble or decompile any prototypes, software or other embodiment of the Data in an effort to obtain the identities of persons, payors, or providers, (iii) use the Data or any part thereof for any purpose other than the Research described in Section 2 above, or (iv) use the Data for any commercial purpose; (v) act as consultant or independent contractor to any third party while participating in the Research without prior written disclosure to and approval by HCCI; (ix) make the Data available for access with or by “data mash-up” or automated linkage technologies; (x) link the Data with other data or add other sources of data to the Data at the individual, member, or patient level without pre-approval from HCCI; (xi) re-identify, or attempt to re-identify, or allow to be re-identified, any relative(s), family or household member(s) of any individual within the Data; or (xii) link any of the 16 facial or direct identifiers set forth in 45 C.F.R. Section 164.514(b)(2) with the Data.

9.1 I agree that HCCI has discretion to terminate my participation under the Agreement at any time should HCCI determine that a conflict of interest exists with my participation.

9.2 I agree to comply with any limits, qualifications, conditions, and restrictions set forth in the statistical de-identification determination associated with the Data, as may be communicated by HCCI to Recipient from time to time.

10. I will immediately notify HCCI if my affiliation with Recipient is terminated or otherwise ceases. In the event my affiliation with Recipient is terminated or otherwise ceases, I will not use or access the Data after the effective date of such termination until a new Research Program Agreement is executed by another approved institution with which I am affiliated.

11. Access to the Data Enclave will be subject to the terms and conditions in the Data Enclave Addendum, attached to the Agreement as Exhibit F. I acknowledge and agree that the National Opinion Research Center ("NORC") is a third party beneficiary with respect to the Data Enclave Addendum with the right to enforce such terms and conditions directly against me.

***Signature Page Follows***
AGREED AND ACKNOWLEDGED AS OF ____________________________.

[insert date mm/dd/yyyy]

________________________________________
Signature

________________________________________
[Print name]
EXHIBIT D

ACADEMIC RESEARCH PARTNER: 
PRINCIPAL INVESTIGATOR: 
PROJECT SHORT NAME: 
PROJECT START DATE: 

DATA SECURITY PLAN

[TO ATTACH RECIPIENT’S DATA SECURITY PLAN.]
Summary:
This document is intended to define the University of Minnesota Academic Health Center (AHC) standards, practices, and procedures that will be applied to derivative / confidential data sources from the Health Care Cost Institute (HCCI). These standards, practices, and procedures will ensure the data is available as needed and yet maintain that data security and integrity is not compromised.

AHC Desktop Computer and Laptop Security Standards
All desktop or laptop computers accessing HCCI data will adhere to the following standards and will be under the direct support of the Academic Health Center Information Systems group (AHC-IS):

All computers will be managed to the following standards:
- Anti-virus software installed and operational. Updates to the anti-virus software performed on a daily / regular basis.
- Operating system and application patch management occurring as needed on a regular schedule. Zero-day patches receive first priority.
- A password protected screen saver is used to prevent unintentional keyboard activity on all managed devices.
- Administrative accounts (if on the device) will be restricted to a limited set of trained / qualified staff.
- Firewalls are active on all Windows and Macintosh devices.
- A "security template" is applied to each workstation that complies with University of Minnesota's Enhanced Security for Computers and Other Electronic Devices – see http://www.policy.umn.edu/Policies/ll/Use/SECUREDATA_PROC02.html
- Insecure or unnecessary services, (e.g. Windows File & Print sharing, Net Bios, etc.) will be uninstalled or disabled.
- Users will be required to enter a username/password each time (s)he logs onto the machine (i.e., auto-login disabled).
- Windows workstations will be managed though AHC-IS's" Active Directory management environment. Macintosh devices will be managed though AHC-IS's JAMF software.
- All laptop computers hard drives will be encrypted.
- All workstations will be secured on-site within University locked office space. All laptops will be secured to the location through use of cable locks.

Staffing & Technical Support
All workstations or laptops accessing HCCI data will be supported and managed by AHC-IS staff who have been trained in the appropriate technical and security processes and procedures.
AHC Server & Database Security Standards

All HCCI data will be provisioned for storage on AHC secured servers. The AHC server infrastructure can accommodate various file formats (e.g. Word, Excel, etc.) as well as structure databases such as Oracle or SQL server. AHC-IS will work with the research staff to deploy and secure the necessary data environment that will ensure data security and integrity. The following standards apply to the AHC server infrastructure:

Physical Security Standards
All servers are located in the University Data Center facility which is designed and dedicated for that purpose. This facility has the following attributes:
- Uninterruptible Power (UPS) supporting all servers and essential peripheral equipment such as monitors, KVM switches, etc.
- Climate controlled environment for the data center, separate from the building HVAC.
- Secured access is maintained on the facility with documentation listing those individuals who should have access.

Operational Security Standards
Operational security involves the ability to secure both hardware and data from unauthorized access. All AHC servers and data conform to the following aspects for security:
- Firewall or communication filtering limits any network access to the hardware and software:
  - All AHC servers and data reside behind a network firewall to protect data from outside intrusion.
  - Firewalls consist of hardware / software solutions, network infrastructure, or selected communication restrictions such as IP or Port filtering.
  - The AHC-IS staff maintain audit logs reporting on user access and network activity to all servers housing private or non-public data.
  - Written documentation is available describing firewall or filtering rules currently used in the AHC server infrastructure.
- Anti-virus software is installed and operational on all AHC servers. Updates to the anti-virus software are performed on a daily basis.
- AHC servers utilize "keyboard locking" software or password protected screen savers to prevent unintentional keyboard activity.
- All AHC critical servers are registered with the University Information Security (UIS) Vulnerability Scanning Service. These AHC servers are scanned for vulnerabilities on a monthly basis.
- Restriction to Root: Administrative Accounts
  - Administrative functionality are restricted to a limited set of trained or qualified AHC-IS staff responsible for maintaining and managing the servers. Documentation exists listing those AHC-IS staff and their administrative responsibilities for each server / application / database.
  - All administrator accounts use a strong "password phrase" making it less likely the password can be compromised by password cracking software.
  - Administrator accounts are only used for tasks relating to server administration duties, not normal user-related tasks.
  - Each AHC-IS individual responsible for administering the server infrastructure has a unique administrative account and password to distinguish activities between the various AHC-IS administrators.
User Accounts on AHC Servers
- All individuals accessing AHC servers, applications, or shared data have a unique User Account or "Login ID.
- "Guest" IDs are not permitted on any AHC server housing private or non-public data.
- User account passwords are required on all user accounts.
  - Passwords must be changed at a minimum every 180 days.
  - Passwords must be at least eight characters.
  - Upper/lower case and numeric combinations are strongly recommended.
  - Passwords may not be configured or checked as to be "Remembered" on applications.
- User account management
  - There is a documented process for creation/ modification of AHC user server accounts. The process includes logged supervisor approval to initiate any creation or modification of a user server account.
  - AHC-IS staff has the ability to verify or report on all access rights of users related to a particular server or dataset.
  - AHC-IS staff identify inactive accounts and purge those user accounts from the associated server after a specified time of inactivity (e.g. 90 days).
- All server Operating Systems, software applications, etc. are configured and patched to vendor specifications and to University UIS \ AHC security guidelines and standards.
  - AHC-IS staff monitor University Security notifications regarding the latest security threats, patches, and University network activities.
- Activity logs are maintained indicating current versions of OS and software running on AHC servers including when last updates/patches were performed and which AHC-IS staff members did the work.

Data Protection and Preservation
AHC-IS has safeguards in place to ensure data preservation for all data residing on AHC servers:
- Backup processes are in place to support all data and information stored on AHC servers. Technology such as back-up tape, SANS, and offsite storage are in place to ensure data protection.
- Any storage media, (disks, tape, semiconductor, etc.) will be physically destroyed prior to disposal or recycle.
- Written documentation is on file describing all processes and procedures supporting the above activities.

Disaster Recovery – Operational Continuity
AHC-IS staff maintain a Disaster Recovery/Operational Continuity plan. This plan contains the following information:
- A listing of all servers supported, including the following details:
  - Server name.
  - Hardware configuration (platform, memory, speed, etc.).
  - Purpose (mail, file sharing, web host, database, etc.).
  - Any IP numbers associated with the server.
  - Physical location of the server (room number).
  - Any pertinent applications or services running on the server.
  - A notation if the server contains non-private data and the nature of that data.
Academic Health Center–Information Systems
Data Security Plan

- Start-up processes are documented for each server platform (Windows, Linux, Apple, etc.). The process details each step needed to bring up the server from a cold-boot condition.
- Documentation on the data backup process including:
  - The retention schedule and tape locations.
  - The process to recover data from backup.
AHC-IS conducts an annual review of the disaster plan.

Use of HCC Data:

Notwithstanding the foregoing institutional policies, neither the University of Minnesota nor its Personnel (as defined in the Research License Agreement) may remove HCCI raw data from the Data Enclave unless authorized by HCCI in writing.

Authorized Personnel may download Research Results (including tables, generated from a program like SAS or Stata) from the Data Enclave, provided that these results comply with the terms of the Agreement and do not contain raw data.

Service Provider
Edward Deegan
Director
AHC Information Systems, Academic Health Center

Date Feb. 16, 2015
EXHIBIT E

ACADEMIC RESEARCH PARTNER: ________________________________
PRIMARY INVESTIGATOR: _______________________________________
PROJECT SHORT NAME: _________________________________________
PROJECT START DATE: _________________________________________

HCCI POLICIES AND PROCEDURES

DEFAULT MASKING RULES

These rules are the default masking rules to be used for reporting prices per calendar year. Exceptions will be considered on a case to case basis.

1. Overriding Rules:
   a. No analysis at the health plan level
   b. No reporting of health plan market shares
   c. No identifiable profiling of providers
   d. Must follow HIPAA rules for reporting
      i. http://www.cdc.gov/mmwr/preview/mmwrhtml/m2e411a1.htm/#top
   e. Must have a minimum of 5 unique providers in any group/category being reported

2. Additional Rules
   a. If reporting ICD codes, reporting at a level below Metropolitan Statistical Area (MSA), market with an HHI > 7,000, or a rare DRG, researchers must go through an exception process.

3. Guidelines for Reporting at the National Level
      i. Minimum number of claims = 200
   b. Diagnosis-Related Group (DRG)
      i. Minimum number of claims = 100
   c. If at the National Drug Code (NDC) level
      i. Minimum number of claims = 800
   d. If reporting at the level of therapeutic class as determined by the American Hospital Formulary Service (AHFS), the following rules apply:
      i. If reporting on a single drug or class that contains a single drug, must have 800 claims

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1 A single provider is any entity that sets prices for itself and/or sets the prices of others. Therefore, all locations of a pharmacy chain constitute a single provider. Unfortunately, we have encrypted provider id's and these may be locational rather than entity based.
Research Program Agreement

ii. If reporting on a tier of therapeutic class, for which there exists a lower more granular tier below the class that is being reported, then reporting can be done regardless of number of claims.

e. If prescription is also a procedure, such as a medical device
   i. Minimum number of claims – 200

4. Guidelines for Reporting at the Sub-National Level - depend on market concentration\(^2\)
   a. The Herfindahl-Hirschman Index (HHI) is used to determine how likely the data would reveal company specific information. HCCI’s data contractor has calculated HHIs for states, metropolitan statistical areas (MSAs), and other geographic units. Researchers will need to consult with HCCI to obtain these values to determine appropriate limits on public reporting.

   b. Non-concentrated markets (HHI < 4,150, at least three data contributors, and no one insurer represents more than 45% of market)
      i. Procedure Based Reporting
         1. Can be at the CPT level
            a. Minimum number of claims – 200

      ii. Diagnosis Based Reporting
         1. Can be at DRG level
            a. Minimum number of claims – 100

   c. Somewhat concentrated markets (HHI < 5,200 and > 4,150; at a minimum two data contributors, and no one insurer represents more than 60% of the market)
      i. Procedure Based Reporting
         1. If at the five-digit CPT code level, minimum number of claims – 500
            a. If at the three-digit CPT code level, minimum number of claims – 200

      ii. Diagnosis Based Reporting
         1. Can be at DRG code level
            a. Minimum number of claims – 200

   d. Highly concentrated markets (HHI > 5,200 and < 7,000; at least two data contributors, and one insurer represents more than 60% of the market)

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\(^2\) The Herfindahl-Hirschman Index is a commonly used index for market share. In this context it is defined as each insurer’s share of membership in a geographic area squared and summed. The index is bounded between 10,000 (when just one data contributor has the entire market) and 0 (a purely competitive market with an infinite number of data contributors). For example, in a state with two data contributors, one with 60% of the market and the other with 40%, the HHI would be 3,600+1,600, or 5,200.
Research Program Agreement

i. Procedure Based Reporting
   1. If at the five-digit CPT code level, minimum number of claims - 1,500
   2. If at the three-digit CPT code level, minimum number of claims - 500

ii. Diagnosis Based Reporting
    a. Can be at DRG code level, minimum number of claims - 400

5. Guidelines for Reporting Prescription Drug Prices at the Sub-national Level
   a. Must again have more than 5 providers
      i. If HHI < 7,000, a minimum of 4,000 prescription claims are required
      ii. If HHI > 7,000, researcher must seek approval to report
      iii. If geographic area does not have adequate number of providers or claims, it must be expanded to meet these minimums

6. Guidelines for Reporting on Episodes of Care
   a. General rules from section 1 apply

7. Researchers will work with HCCI, as needed, in developing reporting tools, such as heat maps and other graphics, that utilize ranges for prices to depict data or analytic results.

* HCCI may amend this Exhibit from time to time by providing Recipient with written notice.
EXHIBIT F
DATA ENCLAVE ADDENDUM

This is an Addendum (the “Addendum”) to the Research Program Agreement (the “Agreement”) between Health Care Cost Institute, Inc., and the Regents of the University of Minnesota (“Recipient”). This Addendum sets forth terms and conditions that govern Recipient’s and its Personnel’s access to a Data Enclave hosted and maintained by the National Opinion Research Center (“NORC”). This Addendum is an agreement between Recipient, Personnel and NORC. HCCI is not a party to this Addendum. Each of NORC, Recipient and Personnel may be referred to as a “party” and collectively, they may be referred to as the “parties.” Recipient and its Personnel are collectively referred to herein as “Researcher.” Capitalized terms used herein without definition will have the meanings given to them in the Agreement.

1.0 Background.

1.1 HCCI and Recipient are parties to the Agreement, pursuant to which Recipient and its Personnel will conduct research using Data provided by HCCI (the “Data Sets”).

1.2 NORC provides data management and secure remote access services to government agencies, educational institutions, non-profit corporations and private foundations.

1.3 NORC has developed an organizational information system that enables researchers to obtain access to data sets of such entities (the “Data Enclave”).

1.4 The Data Sets provided by HCCI will be hosted by NORC and used by Researcher within the Data Enclave.

2.0 Terms and Conditions
All terms and conditions defined in this Addendum will remain in effect throughout the Initial Term and any Renewal Term of the Agreement or until a subsequent written agreement supersedes this Addendum.

Only a Researcher working under a proposal/application (“Proposal”) approved by HCCI pursuant to the terms of the Agreement may obtain access to and use select Data Sets.

3.0 Purpose
The purpose of this Addendum is to ensure the integrity and confidentiality of information contained in Data Sets as used by the Researcher. The Addendum is customized to each Researcher’s needs as identified in the Proposal and defines requirements and restrictions unique to each of the access parameters defined herein.

4.0 Data Description
After receiving authorization from HCCI and NORC, Researcher may access the Data Sets and other materials identified in the Researcher’s Proposal.
5.0 Conditions of Data Access
Researcher agrees to the following conditions for accessing Data Sets maintained in the NORC Data Enclave:

5.1 Researcher shall use Data Sets solely for the Researcher's statistical research purposes, as stated in the Proposal. Data Sets may not be used for any other purposes whatsoever, including administrative, regulatory, marketing, law enforcement, judicial, or other purposes.

5.2 Researcher agrees that he/she shall not attempt to capture, store or share any images, files or information accessed within the Data Enclave using any form of magnetic storage, screen capture software or devices (including any type of image recording device), screen sharing software or devices, or by allowing unauthorized users to view the Data Enclave.

5.3 Researcher shall not attempt to re-identify any person, family, household, school, establishment, firm, economic units or any other entities ("Person"); nor will any list of identities or raw data elements be published or otherwise distributed.

5.4 Within 24 hours of the time when a Researcher becomes aware that the identity or identifying information of any Person may have been disclosed, Researcher shall advise HCCI of the disclosure, inadvertent or otherwise. Researcher shall use his/her reasonable efforts to destroy, retract, or otherwise safeguard from further dissemination of the materials containing the Person's identity or containing information from which the Person's identity may be determined.

5.5 All research output, such as statistical results and reports derived using statistical analysis applications in the Enclave must be reviewed by NORC and HCCI staff to ensure that HCCI's statistical disclosure protection standards have been met before being released to the Researcher.

5.6 Researcher shall not publish any work containing information or results derived from Data Sets that identifies a Person.

6.0 Violations of this Addendum
Researcher shall notify NORC of any material violation of this Addendum within a reasonable time of such violation. If NORC deems any aspect of this Addendum to be violated, they reserve the right to:

   a. Deny Researcher access to the Data Sets and the NORC Data Enclave.
   b. Withhold undelivered data output from Researcher.
   c. Report the violation to the appropriate authorities at the Researcher's Institution (and other applicable authorities) and recommend that sanctions be imposed.
   d. Invoke other remedies that may be available to NORC under law or equity, including injunctive relief to stop Researcher's use of any data or descriptions of data derived from the Data Sets.
7.0 Monitoring Usage
NORC reserves the right to take reasonable steps to monitor Researcher’s use of the Data Sets to ensure that the Researcher complies with all terms of this Addendum. These steps include, without limitation:

a. NORC may maintain a full record of all computer-based interactions with the Data Sets at a keystroke level of detail.

b. NORC may review all Researcher’s data output derived from Data Sets for data disclosure concerns.

8.0 Training
Researcher is required to satisfactorily complete NORC’s online training modules describing the process by which approved researchers may access the Enclave session and disclosure-control training prior to accessing Data Sets.

9.0 Ownership of the Intellectual Property
NORC will actively and aggressively enforce their intellectual property rights to the fullest extent of the law.

"Intellectual Property Rights" means any rights existing now or in the future under patent law, copyright law, trademark law, database protection law, trade secret law, and any and all similar proprietary rights.

a. Researcher acknowledges and agrees that all rights, including Intellectual Property Rights, to inventions, discoveries, improvements, concepts, work product and programs conceived or made by NORC, its officers, directors, agents, employees, licensees, contractors, related companies, and all other persons or entities retained by NORC during the term of this Addendum in connection with this Addendum, including any extensions thereof, belong to NORC.

b. NORC acknowledges that all rights, including Intellectual Property Rights, to inventions, discoveries, improvements, concepts, works and manuscripts conceived or made by the Researcher, its officers, directors, agents, employees, licensees, contractors, its related companies, and all other persons or entities retained by Researcher during the term of this Addendum, including any extensions thereof, in connection with Researcher’s research identified in the Proposal, belong to Researcher.

10.0 Duration of this Addendum
This Addendum is effective upon the date that it is approved by NORC ("Effective Date"). Parties agreeing to abide by the terms of this Addendum agree to amend this Addendum as necessary for NORC to comply with all applicable Federal and state requirements regarding privacy and confidentiality of restricted data. Any ambiguity in this Addendum shall be resolved to permit NORC to comply with all applicable Federal and state requirements regarding privacy and confidentiality of restricted data.

11.0 Liability
Researcher agrees that NORC is not liable for any damage to computer systems or loss of data while accessing data or other materials through the Data Enclave. Data contained in the Data Enclave may contain errors due to sampling equipment, sampling method, data storage
media, or data transfer method. Researcher agrees to assume all responsibility for interpreting the data correctly. Under no circumstances shall NORC be liable for any direct, indirect, incidental, punitive, special, or consequential damages resulting from: Researcher's use or inability to use the Data Enclave.

12.0 Miscellaneous

12.1 Merger. This Addendum constitutes the entire Addendum between the parties with respect to the subject matter contained herein, and all prior agreements, understandings and negotiations are merged into this Addendum. This Addendum may not be modified except in writing signed by the authorized representatives of the parties.

12.2 Waiver. Waiver of any breach of this Addendum shall be ineffective unless in writing signed by the party waiving compliance, and shall not be considered a waiver of any other breach.

12.3 Related Entities Bound. This Addendum shall be binding on the parties and their successors, assigns, affiliates, subsidiaries, officers, servants, employees, agents and representatives and all parties in active concert or participation with any of them.

12.4 Authority. The parties represent and warrant that they have full authority to enter into this Addendum.

12.5 Severability. The determination that any provision of this Addendum is invalid or unenforceable shall not invalidate this Addendum or render other provisions unenforceable, and this Addendum shall be construed and performed in all respects as if the invalid or unenforceable provisions were omitted, insofar as the primary purposes of this Addendum are not impeded.

12.6 Governing Law. This Addendum shall be governed by and construed in accordance with the laws of Illinois, without regard to its conflict of laws rules, and shall be applicable worldwide.

12.7 Addendum Not Construed Against Drafter. The rule of construction that interprets contracts against the drafter shall not apply to this Addendum.