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**Data Use Agreement
Between
National Opinion Research Center (NORC)
And
U.S. Virgin Islands Department of Health
Through
The U.S. Virgin Islands
Department of Property and Procurement**

This Data Use Agreement (“Agreement”) is made and entered into as of 14th day of September, 2021 (the “Effective Date”) by and between U.S. Virgin Islands Department of Health (“Data Provider”) through the Department of Property and Procurement, and NORC (“DATA RECIPIENT”) for purposes of establishing a formal data access and data use relationship between Data Provider and DATA RECIPIENT, to enable DATA RECIPIENT to fulfill its responsibility as providing IIS data under contract number 200-2018-96379 (valid through 12/31/2024), entitled “National Immunization Survey Matches to IIS & IIS-NIS Integration for Vaccination Coverage Assessment at National, State, Territorial, and Local Levels” project with the Center for Disease Control and Prevention (“Client”).

WITNESSETH:

WHEREAS, Data Provider may Disclose or make available to DATA RECIPIENT, and DATA RECIPIENT may use, disclose, receive, transmit, maintain or create from, certain information in conjunction with the work performed under the National Immunization Survey Matches to IIS & IIS-NIS Integration for Vaccination Coverage Assessment at National, State, Territorial, and Local Levels project; and

WHEREAS, the purpose of this Agreement is to satisfy the data sharing obligations of the parties and to ensure the integrity and confidentiality of certain information (“Data Set”) disclosed or make available to DATA RECIPIENT and certain information that DATA RECIPIENT uses, discloses, receives, transmits, maintains or creates, from Data Provider.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE AND PURPOSE

- A. This Agreement sets forth the terms and conditions pursuant to which Data Provider will disclose the Data Set to DATA RECIPIENT.



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- B. DATA RECIPIENT will only use the Data Set for the limited purposes necessary to conduct the activities described in Attachment A.

2. OBLIGATIONS AND ACTIVITIES OF DATA RECIPIENT

- A. DATA RECIPIENT agrees to protect the Data Set to prevent use or disclosure of the Data Set other than as provided for by this Agreement. The Data Set shall be stored in an area that is physically safe from access from unauthorized persons at all times. The Data Set shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. DATA RECIPIENT expressly agrees that the Data Set will not be accessed, tested, maintained, backed up or stored outside of the United States.
- B. DATA RECIPIENT agrees to not use or disclose the Data Set for any purpose other than as described in this Agreement or as required by law. DATA RECIPIENT shall not disclose the Data Set to any third party without specific written authorization from DATA PROVIDER.
- C. DATA RECIPIENT shall assure that all persons who have access to the Data Set shall be fully apprised as to the confidential nature of the Data Set, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor to DATA RECIPIENT shall receive any information without a written agreement with DATA RECIPIENT incorporating these assurances.
- D. DATA RECIPIENT agrees to use appropriate safeguards to prevent use or disclosure of the Data Set other than as provided for by this Agreement. DATA RECIPIENT specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under with this Agreement.
- E. DATA RECIPIENT agrees to report in writing to Data Provider any use or disclosure of any portion of the Data Set not provided for by this Agreement of which it becomes aware, including without limitation, any disclosure to an unauthorized subcontractor or any other individual or entity not approved to receive the Data Set, within five (5) days of its discovery.
- F. DATA RECIPIENT agrees that it shall obtain and maintain, for the term of this Agreement, a written agreement with each contractor or with any agent, including a subcontractor, to whom it provides any portion of the Data Set holding them to the same restrictions and conditions that apply through this Agreement to DATA RECIPIENT with respect to such information. Further, upon request, DATA RECIPIENT will provide copies of such



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agreements to Data Provider. The Parties mutually agree that the data provided under this Agreement and/ or any derivative file(s) may be submitted to the Client by the DATA RECIPIENT.

- G. DATA RECIPIENT agrees to notify Data Provider in writing within five (5) business days of DATA RECIPIENT's receipt of any request or subpoena for any portion of the Data Set or any information related to this Agreement. To the extent that Data Provider decides to assume responsibility for challenging the validity of such request, DATA RECIPIENT will cooperate fully with Data Provider in any such challenge.
- H. DATA RECIPIENT shall permit onsite inspection by Data Provider and by agencies of the United States government to ensure compliance with this Agreement.
- I. DATA RECIPIENT shall maintain encryption standards found in NIST Special Publication 800-53 while the data is in a portable format (e.g. tape, laptop, flash/USB drive).
- J. The express terms and conditions of this Article shall be included in all subcontracts executed by DATA RECIPIENT for any and all work under this Agreement.

3. TERM AND TERMINATION

- A. The provisions of this Agreement shall be effective as of the Effective Date and shall terminate when all of the Data Set provided by Data Provider to DATA RECIPIENT is destroyed or returned to Data Provider, or, if it is infeasible to return or destroy the Data Set, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.
- C. Upon Data Provider's knowledge of a breach by DATA RECIPIENT, Data Provider shall:
 - i. Provide DATA RECIPIENT with written notice of the breach and an opportunity to cure the breach within ten (10) days of receipt of such notice. If DATA RECIPIENT fails to cure the breach within the notice period, Data Provider may immediately terminate this Agreement; or
 - ii. Immediately terminate this Agreement (without opportunity to cure) if Data Provider determines, in its sole discretion, that DATA RECIPIENT has breached a material term of this Agreement.

4. MISCELLANEOUS



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- A. The respective rights and obligations of DATA RECIPIENT under Article 2 of this Agreement shall survive termination of this Agreement.
 - B. No provision of this Agreement may be waived or modified except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
 - C. The persons signing below have the right and authority to execute this Agreement and no further approvals are necessary to create a binding agreement.
 - D. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement shall govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of DATA RECIPIENT to Data Provider shall apply to the breach of any covenant in this Agreement by DATA RECIPIENT.
- 5. Notices.** Any notice required to be given by the Terms of this MOU shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

If to the Participating IIS Jurisdiction:

Government of the U.S. Virgin Islands

Anthony D. Thomas, MBA
Commissioner of the Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas, Virgin Islands 00802
anthony.thomas@dpp.vi.gov

Justa E. Encarnacion, RN, BSN, MBA/HCM
Commissioner of the Department of Health
1303 Hospital Ground – Suite 10
St. Thomas, Virgin Islands 00802
justa.encarnacion@doh.vi.gov



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IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the Effective Date set forth above.

APPROVED BY:

NORC

Signature:	<i>Caitlin E. Oppenheimer</i>
Print Name:	Caitlin Oppenheimer
Title:	Senior Vice President
Date:	8/10/2021

WITNESSES: GOVERNMENT OF THE U.S. VIRGIN ISLANDS

Dereese A. Dunlop-Harley *Justa E. Encarnacion* 8/11/2021
 Justa E. Encarnacion, Commissioner Date
 Department of Health

Magdalena A. Francis *Anthony D. Thomas* 9/15/2021
 Anthony D. Thomas, Commissioner Date
 Department of Property and Procurement

APPROVED AS TO LEGAL SUFFICIENCY
 DEPARTMENT OF JUSTICE BY: *Carol E. McDermott* Date 9/14/2021
 Assistant Attorney General





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RECOMMENDED BY:

NORC Principal Investigator:

**U.S.V.I. Department of Health
Principal Investigator:**

Signature: 	Signature: 
Print Name: Michele Nachbar	Print Name: Annette G. Hobson, MBA
Title: Chief Strategy Officer	Title: Immunization Registry Manager
Date: 8/10/2020	Date: 8/10/2020