**Registering to THEW**

Please complete the form below. When you are finished, another form entitled "Data Use Agreement" will appear for you to fill out and submit.

Please contact THEW Administrator at: [administrator@thew-project.org](mailto:administrator@thew-project.org) if you have any questions/concerns.

Thank you!



The registration of the THEW is a simple process requiring responding to a series of questions. The registration time is variable but should not take more than 5 to 10 minutes. Please start with the question below.

First Name:

Last Name:

Company/Organization:

Email:

Are your registering as: For profit organization

Not-for-profit organization

When you register as a not-for-profit organization, you are required to 1) signed the “THEW Data Use Agreement", and 2) "Submit a Research proposal to the THEW initiative.

**Database Selection**

Select the database you are interested in accessing E-HOL-03-0160-001 from the list of: E-HOL-03-0271-002

E-HOL-03-0202-003

E-HOL-03-0102-005

E-HOL-12-0140-008

E-OTH-12-0006-009

E-OTH-12-0068-010

E-OTH-12-0073-011

E-HOL-12-1172-012

E-HOL-03-0480-013

E-HOL-12-0171-014

E-OTH-12-0927-015

E-HOL-12-0051-016

E-OTH-12-5232-020

E-HOL-12-0109-021

E-OTH-12-0089-022

Select the database you are interested in accessing E-HOL-03-0160-001 ($4,000) from the list of: E-HOL-03-0271-002 ($2,500) E-HOL-03-0202-003 ($2,000)

E-HOL-03-0102-005 ($10,000) E-HOL-12-0140-008 ($10,000) E-OTH-12-0006-009 ($10,000) E-OTH-12-0068-010 ($5,000)

E-OTH-12-0073-011 ($5,000)

E-HOL-12-1172-012 ($15,000) E-HOL-03-0480-013 ($15,000) E-HOL-12-0171-014 ($10,000) E-OTH-12-0927-015 ($9,000)

E-HOL-12-0051-016 ($15,000)

E-OTH-12-5232-020 and E-HOL-12-0109-021(FREE) E-OTH-12-0089-022 ($5,000)

Select the collaborative database you are interested E-HOL-03-0401-017 in accessing to: E-OTH-03-0802-018

E-OTH-12-2365-019

E-HOL-12-0118-023

Select the collaborative database you are interested E-HOL-03-0401-017 ($25,000) in accessing to: E-OTH-03-0802-018 ($10,000) E-OTH-12-2365-019 ($15,000)

E-HOL-12-0118-023 ($5,000)

Descriptions of these databases are available here: **http://www.thew-project.org/databases.htm**

**Data Use Agreement**

Please fill in the form below. When you are finished, an additional form entitled "Submission Form For Research

Proposal" will automatically appear for you to submit.

Please contact [administrator@thew-project.org](mailto:administrator@thew-project.org) if you have any questions/concerns. Thank you!



DATA USE AGREEMENT

1. This agreement is between the Center for Quantitative Electrocardiography and Cardiac Safety and its Telemetric and Holter ECG Warehouse (THEW) managed by the University of Rochester, and \_\_\_ (please insert the name of your organization in the box) , hereinafter termed "User". Both parties utually agree to enter into this agreement to comply with the following specific paragraphs.

2. This Agreement addresses the conditions under which THEW will disclose and the User will obtain and use the data file(s) specified in section 5. The parties agree further that any additional instructions or interpretations concerning this Agreement or the data specified herein but not specified in this agreement shall not be valid unless issued in writing by the THEW point-of-contact specified in section 4 or the THEW signatory to this Agreement shown in section

14.

3. The parties mutually agree that the User does not obtain any right, title, or interest in any of the data furnished by

THEW. The User recognizes that there may be errors in the Data.

4. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the

Agreement on behalf of the User:

First name:

Last Name:

Title:

Address:

Country North America

European

Asia other

Phone:

Phone

Email:

5. The User represents and warrants that such data file(s) will be used solely for the following purpose(s):

The User represents and warrants further that the User shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person. The User agrees that, within the User’s research group, access to the data covered by this Agreement shall be limited to individuals on a need-to-know basis only.

The following THEW database is/are covered under E-HOL-03-0160-001 this Agreement: E-HOL-03-0271-002

E-HOL-03-0202-003

E-HOL-03-0102-005

E-HOL-12-0140-008

E-OTH-12-0006-009

E-OTH-12-0068-010

E-OTH-12-0073-011

E-HOL-12-1172-012

E-HOL-03-0480-013

E-HOL-12-0171-014

E-OTH-12-0927-015

E-HOL-12-0051-016

E-OTH-12-5232-020

E-HOL-12-0109-021

E-OTH-12-0089-022

6. The User agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use or access to the data.

7. All Data contained in the THEW is intended to be de-identified for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA) and the regulations promulgated thereunder. In the event of an inadvertent disclosure of "protected health information" as defined in 45 CFR Section 164.501, User agrees to (a) fully comply with HIPAA and the regulations promulgated thereunder with respect to the use of such protected health information, and (2) report in writing to the name and address specified in Section 5 of this Agreement any protected health information that is contained in the THEW data files accessed by User.

8.QIn an effort to avoid simultaneous submission of similar articles to scientific journals, the User agrees to notify THEW upon the submission of any and all manuscripts submitted for publication based on findings from analysis of the THEW Data. Notification shall include the title of each manuscript, an abstract for each manuscript, and the name(s) of the journal(s) to which the manuscript(s) will be submitted. Notification shall be directed to the THEW point-of-contact specified in section 4 or the THEW signatory to this agreement shown in section 14. The User agrees to send a reprint of the manuscript that uses the THEW Data to the THEW point-of-contact specified in section 4 or the THEW signatory to this agreement shown in section 14 whenever the manuscripts are published.

9. The User agrees that the following credit line and disclaimer will be used on all reports, publications and other materials resulting from use of THEW Data:

Data used for this research was provided by the Telemetric and Holter ECG Warehouse of the University of Rochester

(THEW), NY.

10. The User agrees that in the event THEW determines or has a reasonable belief that the User has made or may have made disclosure of the aforesaid file(s) that is not authorized by this Agreement, or has used the aforesaid files for commercial purposes, THEW in its sole discretion may require the User to: (a) promptly investigate and report to THEW the User's determinations regarding any alleged or actual unauthorized disclosure and/or uses, (b) promptly resolve any problems identified by the investigation; (c) if requested, submit a formal response to an allegation of unauthorized disclosure and/or use; (d) if requested, submit a corrective action plan with steps designed to prevent any future unauthorized disclosures and/or uses; and (e) if requested return data files to THEW. The User understands that as a result of THEW's determination or reasonable belief that unauthorized disclosures and/or uses have taken place, THEW may refuse to release further data to the User for a period of time to be determined by THEW.

11. User will indemnify, defend and hold harmless THEW and the University of Rochester from and against any claim, cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorney’s fees) arising

out of or in connection with the use of all or any portion of the THEW data by the User or any of its subcontractors, agents, employees or other assigns.

12. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of the data file(s) specified in section 5.

13. On behalf of the User the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein. There are no intended third party beneficiaries to this Agreement.

Name and Title of Individual

Company/Organization

Street Address

City/State/ZIP Code

Signature