

**University of Washington  
CHASE Alliance**

*IBM Watson MarketScan® Data Use Agreement*

This is to acknowledge that I have received a copy of the Services and License Agreement between IBM Watson. and the University of Washington dated October 11, 2011 pertaining to the *MarketScan® Commercial Claims and Encounters (Commercial) Databases* and the *MarketScan® Medicare Supplemental Database*. I have read this agreement and agree to abide by the terms of use described therein.

Specifically, as a user of these data, I agree that:

1. I will make no effort to identify specific individuals contained in the data,
2. I will make no effort to link the *MarketScan® Commercial Claims and Encounters (Commercial) Database*, the *MarketScan® Medicare Supplemental Database*, and/or the *MarketScan Health and Productivity Management Database* to local, regional or state-level data,
3. I will not transfer or otherwise send the *MarketScan® Commercial Claims and Encounters (Commercial) Databases* and the *MarketScan® Medicare Supplemental Database*,
4. I will not report and/or publish any results at a three-digit zip code level,
5. I will not report or publish any state specific norms/metrics for the following US states, as applicable to the source database from which such norms/metrics are derived:  

<u>Source MarketScan® Database</u>	<u>Restricted States</u>
<i>Commercial</i>	Connecticut, Idaho, Indiana, Kentucky, Louisiana, Maine Montana, New Hampshire, New Mexico, South Carolina
<i>Medicare</i>	Colorado, Connecticut, Delaware, Idaho, Louisiana, Maine
<i>Supplemental</i>	Massachusetts, Michigan, Montana, New Hampshire, New Mexico
6. I will obtain review and consent by IBM Watson before I report and/or publish results for geographic areas larger than the three-digit zip code level (such as whole states), and
7. I will comply with the University of Washington IRB and human subjects requirements, as necessary.

I understand that this agreement applies to all current and future holdings of *MarketScan®* data obtained by the University of Washington and further understand that violation of this agreement may result in revocation of access rights to these data.

**Date** \_\_\_\_\_

**User Name (please print)** \_\_\_\_\_

**User Signature** \_\_\_\_\_

**Ryan Hansen, PharmD,  
PhD  
Project Director** \_\_\_\_\_

**Project Director  
Signature** \_\_\_\_\_

