



IRIS Responsible Data Use Agreement

Your organization agrees to use the [**IRIS referral platform**](#) to coordinate referrals for services with other partner organizations who serve families in your community. That means that your organization will help families understand what IRIS is, how it works, and **always give families the choice to consent** for their personally identifying information (PII) (e.g., contact information, demographics, needs) to be shared with other partner organizations who serve families in your community. Users in your organization will adhere to responsible use of IRIS and treat a family's information as confidential. Users in your organization may not use any of the PII in IRIS for any other purpose than to coordinate referrals for services. Your organization certifies that all users have been trained on how to use IRIS, understand responsible use of the information shared among partners, and understand your organization's consent process prior to using IRIS. If consent and responsible use procedures are not followed, your organization's access to IRIS may be removed. The University of Kansas shall not be held liable for any actions stemming from misuse of IRIS or non-authorized disclosure of information contained within it by your organization.

The IRIS referral platform and the information contained in it are hosted on a HIPAA-compliant server to keep PII secure and safe. IRIS is not designed nor intended to host, transfer, or collect personal health information (PHI) about a family. Information in IRIS belongs to the families who provide consent, your organization, partnering organizations in the community who are part of a referral, and any funding agencies supporting access to IRIS for your community. The University of Kansas Center for Public Partnerships and Research (KU-CPPR), who developed and maintain the IRIS platform, may access information in IRIS to provide technical assistance to IRIS users, to support continuous quality improvement in your community, and to evaluate IRIS for impact. KUCPPR will only report or present de-identified, aggregate family data for such activities.

You, acting on behalf of your organization, hereby agree to hold harmless, defend and indemnify University of Kansas and its officers, directors, employees, agents, affiliates, successors, and assigns from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, emotional distress, or other damages or harms (collectively, "Claims"), whether to your organization or to third parties, which may result from your organization's use of the IRIS application; provided however, in no event shall your organization be liable for any claims resulting from the negligent or wrongful acts or omissions by KU-CPPR or its employees.

You, acting on behalf of your organization, acknowledge and agree that the IRIS application and all intellectual property rights associated therewith are, and shall remain, the property of Licenser. The IRIS system may utilize or include third party software that is subject to third party license terms ("Third Party Software"). You, on behalf of your organization, acknowledge and agree that your organization's right to use such Third Party Software as part of the IRIS system is subject to and governed by the [**terms and conditions of the third party license**](#) applicable to such Third Party Software. In the event of a conflict between these Terms and the terms of such third party license(s),

the terms of the third party license(s) shall control with regard to your organization's use of the relevant Third Party Software.

Licensor, on behalf of itself and its affiliates, third party service providers, licensors, and suppliers, hereby disclaims all warranties. The IRIS system and services are provided "As-Is" and "As Available." To the maximum extent permitted by law, Licensor, on behalf of its affiliates, third party service providers, licensors and suppliers, expressly disclaims any and all warranties, express or implied, regarding the IRIS application and services, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Licensor, on behalf of itself and its affiliates, third party service providers, licensors and suppliers do not warrant that the IRIS system or the services will meet your requirements, or that the operation of the IRIS system or the services will be uninterrupted or error-free. Further, no warranty nor representation is made concerning the accuracy, likely results, or reliability of the use of the IRIS application or services.