EMERSE Research Informatics Network
Terms of Use

Background

EMERSE is the Electronic Medical Record Search Engine, a software tool for searching free text clinical documents derived from electronic health record (EHR) systems. EMERSE is intended to be installed, operated and queried locally, but has an optional networking component that provides query capability which allows for the transfer of non-protected health information in the form of obfuscated counts between EMERSE systems installed at different Participating Sites. Technical documentation detailing the network and its configuration is available on the main EMERSE website (project-emerse.org).

Definitions

Participating Site. A *Participating Site* is an institution/organization, such as an academic medical center, that has signed the Terms of Use document and agrees to adhere to all of the guidelines outlined within that document. Each *Participating Site* will have oversight of its *Users*. *Participating Sites* are able to withdraw from the network at any time but will then no longer be able to connect to the network and must inform the other sites of their intention to withdraw.

User: A *User* is an individual that has an EMERSE account at one of the *Participating Sites.*

Network: The group of *Participating Sites* that have agreed to the principles outlined in this document and have signed the EMERSE Research Informatics Network (ERIN) *Terms of Use* document.

Security Features

EMERSE has multiple security features built into the system that are configurable by each site. These include the ability to:

1. Set the threshold under which counts are not returned; the recommended setting is less than 10
2. Apply an obfuscation algorithm to the results which will provide a range of results when a query is run rather than a precise count

3. Limit the number of times a query can be run by a site
4. Capture the search logs for each user across all participating sites
5. Randomizing the time it takes for a query to be returned
6. Block a participating site or a specific user from a participating site from querying the local data for counts.

In addition to this *Terms of Use* Document, each user who utilizes the network will be required to agree to their own Terms of Use each time they use the network. This is built into the EMERSE system and is as follows:

Network Search Terms of Use

To use the EMERSE Network you must agree to:

1. Conduct searches only for valid purposes which at this time includes estimating cohort sizes and demonstrating the network capabilities to others
2. Never attempt to identify individuals
3. Never use the counts to gain a "market" advantage over other Participating sites.
4. Never share your login credentials with others

If you violate these terms you could be prohibited from using the network or face penalties in accordance with the type of violation.

DISAGREE	AGREE

Participation Rules

All *Participating Sites* must agree to:

1. Allow the other *Participating Sites* in the *Network* to run queries against their local EMERSE instance to retrieve aggregate, obfuscated patient counts.
2. Provide education to their own *Users* about the proper use of EMERSE.
3. Keep their own local data secure based on their site's local regulatory, privacy and compliance requirements.
4. Provide oversight of their *Users*, including:
   a. Only provisioning accounts to *Users* who have undergone the appropriate training for using EMERSE, as determined by each participating site.
   b. Removing accounts for *Users* who do not have a valid reason to be using EMERSE.

5. Investigate all concerns about the search activity of a *User* if contacted by another *Participating Site*.

Participating Site: _____

By (Signature):   _____

Name of Signer: _____

Title: _____

Phone: _____

E-mail: _____

Address for Notices for Network Participant:

_____

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