Cosmos Rules of the Road (Effective July 21, 2024)

When we have participation from hundreds of organizations combining EHR data from hundreds of millions of patients, together we can improve the health and lives of people everywhere. Cosmos is what helps make that possible. It brings together data from across the Epic community to form the world's largest database of EHR patient information, to help You:

- **Provide the best care.** Cosmos will share insights based on millions of patients and interactions right at the point of care with *Best Care Choices for My Patient*.
- **Collaborate with peers.** Through *Look-Alikes*, Cosmos will connect clinicians who care for similar patients with rare characteristics so they can collaborate and learn from each other's experience.
- **Accelerate the pace of healthcare innovation.** When You and hundreds of Your peers share data with Cosmos, You can draw upon the collective data of the Epic community to analyze health information and create knowledge at an unprecedented scale.

The Cosmos Rules of the Road establish a governance framework and a common set of participation guidelines for organizations using Cosmos.

1. Using Cosmos.

1.1. In order to use Cosmos, You will appoint a Cosmos representative to serve as Your primary contact on Cosmos matters.

1.2. You will send data to Cosmos through the "Cosmos Data Transport Framework," which helps automate data exchange. The data You share will be a HIPAA Limited Data Set of defined data from all patient encounters documented in Your production environment. You can find some reasonable exclusions to this rule in Section 4.3. Contributing data to the Cosmos Dataset and participating in a maintenance program for EpicCare Ambulatory EHR or EpicCare Inpatient Clinical System provides You the right to use Cosmos.

2. Access to the Cosmos Portal.

2.1. You may grant access to the Cosmos Portal to individuals such as Your clinicians, Your clinical researchers, and Your employed executives who have access to Your Epic system and use that access for work-related purposes on Your behalf. Any other potential users, such as those employed by academic institutions, require Epic's approval. Additionally, You will follow Epic's and the Governing Council's most recent guidance about granting Cosmos Portal access.

2.2. Cosmos Users access the Cosmos Portal through a secure web-based application made available by Epic.

2.3. Cosmos Users who are also permitted to access Your Epic system are bound by the terms of the then-current Cosmos user agreement signed by You. Other Cosmos Users, such as academic researchers, must accept the then-current online Cosmos user agreement before using Cosmos. You agree that Your Cosmos Users' acceptance of the online user agreement constitutes a legally binding agreement between each Cosmos User and Epic. For clarity, You remain responsible for the activities of all Cosmos Users that You allow to have access to Cosmos.

2.4. Cosmos Users cannot download, copy, screenshot, or otherwise remove any of the Cosmos Dataset from Cosmos.

2.5. You will manage the process to provide Your Cosmos Users with their credentials for the Cosmos Portal, and You are responsible for Your Cosmos Users, including their compliance with these Rules, HIPAA, license terms, and other Cosmos requirements.

2.6. You will not allow third parties (e.g., consultants, vendors, outsourcing firms) to have access to Cosmos unless their access is recommended by the Cosmos Governing Council, agreed to by the majority of Cosmos community members, and agreed to by Epic.

3. Uses of the Cosmos Dataset.

3.1. You can use the Cosmos Dataset as outlined in the Cosmos Terms. Cosmos allows You to improve the understanding of the causes, treatment, and prevention of disease, to advance healthcare knowledge, and to use Epic-provided tools like Look-Alikes and Best Care Choices for My Patient. Epic might also use the Cosmos Dataset for the same reasons above and to improve its software, services, and analytics, and to test, audit, and administer Cosmos.

3.2. You cannot use the Cosmos Dataset in any way that violates HIPAA or the Cosmos Terms, including:

3.2.1. To try to identify individuals whose data comprises the Cosmos Dataset, whether using the Cosmos Dataset alone or in combination with any other data; or

3.2.2. To try to identify clinicians or specific organizations associated with the Cosmos Dataset, whether using the Cosmos Dataset alone or in combination with any other data unless agreed to by Epic and such clinicians or specific organizations (such as in connection with participation in Site Identification; or

3.2.3. For advertising purposes or published healthcare-related market comparisons/analyses of clinicians or organizations.

3.3. The Cosmos Dataset and access to the Cosmos Portal cannot be sold or exchanged for any type of payment or consideration unless allowed under Section 2, above.

3.4. Epic may also:

3.4.1. Collect Cosmos performance data, including executed queries, for auditing and other purposes associated with Cosmos or Epic's operations;

3.4.2. Publish insights gained through analysis of the Cosmos Dataset, usage statistics, data set characteristics, and other operational data about Cosmos; and

3.4.3. Identify Cosmos Users as needed to improve Epic's software and services, and to support functionality in Epic's software, such as Look-Alikes and public health reporting tools, and in other cases with a user's consent.

4. Cosmos Dataset Review.

4.1. Epic may revise the Cosmos Dataset from time to time, consistent with the requirements of a Limited Data Set under HIPAA. You will have an opportunity to review such revisions and determine whether to continue participating in Cosmos.

4.2. The Cosmos Dataset is discretely structured and mapped to specified standards to ensure the data is high-quality. To share data, You will map necessary data elements and update these mappings as terminology, or the Cosmos Dataset, evolves. You can learn more about dataset mapping in Epic's Cosmos Setup and Support Guide.

4.3. Because internal policies and regulatory obligations vary, You are responsible for ensuring that:

4.3.1. Your participation and data submissions are consistent with applicable laws, regulations, and policies.

4.3.2. When You send data to Cosmos, You exclude third-party materials or data that You do not have the right to submit (e.g., proprietary third-party content).

5. **Governing Council.**

5.1. Epic facilitates a Cosmos Governing Council (the "Governing Council"), which is a board of representatives from the Epic community that provides strategic guidance for Cosmos and oversees compliance with these Rules.

5.2. If You identify a use of Cosmos that is inconsistent with these Rules or other Cosmos requirements, let Epic know. Epic and the Governing Council will follow a set process to adjudicate grievances. Cosmos Users who misuse Cosmos could be denied access to it. Users named in a grievance agree to cooperate and either accept and comply with the Governing Council's decision or stop participating in Cosmos. While grievances are being settled, the Governing Council or Epic might decide to suspend access to Cosmos for a user or their organization. During that time, the user's organization is not required to send data to Cosmos.

5.3. If the Governing Council or Epic identifies a use of Cosmos or the Cosmos Dataset that is inconsistent with the spirit of Cosmos, they might temporarily impose additional restrictions on such use until the use can be reviewed and the Rules can be updated if needed. Epic will post any additional restrictions on the UserWeb and inform Your Cosmos Coordinator about such restrictions.

5.4. As the developer of Cosmos, Epic may revise its governance or the Governing Council's Operating Procedures from time to time.

6. **Publications.** When You publish Your findings made possible through Cosmos, in accordance with Section 2.3.1. of the Cosmos Terms, please acknowledge, somewhere within each publication, that Cosmos was used for Your research. Please also send the Governing Council, on a semi-annual basis, a list of citations to Your publications and any other publications that cite Your findings or otherwise reference the research You conducted using Cosmos.

7. **Privacy and Security.**

7.1. To protect the Cosmos Dataset, please implement safeguards, including training for Cosmos Users on the appropriate and inappropriate uses of Cosmos. Disciplinary procedures for the inappropriate use of the Cosmos Dataset should be the same as for inappropriate use of other, similar information.

7.2. If Epic identifies a security vulnerability that could threaten the privacy and security of Cosmos, Epic may take action to limit access or data transmission to Cosmos.

8. **Ceasing Your Use of Cosmos.** If You decide to stop using Cosmos, You agree to inform Epic of Your decision in accordance with the Cosmos Terms. If You do not participate in the maintenance program for EpicCare Ambulatory EHR, EpicCare Inpatient Clinical System, or other key items of software identified by Epic, Your license to use Cosmos will be terminated. After Your license to use Cosmos ends, Your users will no longer have access to Cosmos. However, any data You contributed prior to ending Your use of Cosmos will continue to be available to current Cosmos users, to the extent supported by Epic.

9. **Refinement of the Rules.**

9.1. These Rules will be refined over time. Changes to these Rules will require approval by a majority vote from the Governing Council and by Epic.

9.2. Updated Rules will be posted on the UserWeb and will typically take effect 45 days after they are posted. If Epic determines the matter is of immediate concern, the change might take effect before the updated Rules are posted or soon thereafter.

Capitalized terms that are not defined in the Rules or the Cosmos Terms have the definitions assigned in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A,

C, D, and E, as in effect on the date the Rules were last revised (such regulations, "HIPAA"). References to Cosmos include the Cosmos Dataset (defined above) as appropriate given the context, and with respect to permitted uses of the Cosmos Dataset, references to users include Epic. Each organization using Cosmos is a third-party beneficiary of these Rules.