

## **RGE Confidentiality and Data Use Agreement**

This RGE Confidentiality and Data Use Agreement (the “Agreement”) applies to all data access approved by the Utah Resource for Genetic and Epidemiologic Research (RGE data).

RGE Data Contributors retain all ownership rights to the data, including rights to control or limit the use and dissemination of the data. RGE or RGE Data Contributors may terminate access at any time and require data to be returned or destroyed with 30 days written notice.

RGE AND THE RGE DATA CONTRIBUTORS MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER IMPLIED OR EXPRESS, REGARDING THE ACCURACY OR COMPLETENESS OF THE DATA, WHICH IS PROVIDED AS IS. RGE CANNOT GUARANTEE THAT THE DATA HAS NOT CHANGED OR WILL NOT CHANGE.

### **Confidentiality Pledge**

I hereby swear or affirm to maintain strict confidentiality in all matters related to the knowledge or use of data obtained under approval of RGE. I understand and agree that my access to RGE data is conditioned upon my adherence to this Agreement and compliance with all RGE policies and procedures. I understand that the confidentiality of RGE data is a material and essential aspect of the state statutes, Executive Orders, Bylaws and regulations regarding the RGE and a violation of this Agreement will result in a material breach of contract by me, my employer, or principal and may subject me to disciplinary actions, civil damages, or criminal prosecution under applicable law, including, but not limited to, Utah Code sections 26-25-5 and 63G-2-802(1), or Idaho Code section 57-1707(3).

I will notify RGE within 24 hours of any unauthorized disclosure, access, or use, or suspected unauthorized disclosure, access, or use of RGE data, whether mine or anyone else’s, whether intentional or accidental.

### **Data Use**

I agree to follow all RGE Policies and Procedures (<https://rge.utah.edu/policies.php>).

I will use RGE data only for the purposes approved by RGE to conduct research and statistical analyses. I will access only the minimum data necessary to accomplish the purposes of the research and statistical analyses.

I will only store RGE data in locations listed in the Data Security section of the application approved by RGE.

I will not disclose, sell, copy, reproduce, assign, license, market, transfer, or otherwise dispose of, give, or grant access to RGE data to any unauthorized persons or entities without prior written approval of RGE. I will only transfer RGE data using secure methods described in the Data Security section of the application approved by RGE.

I will not attempt to identify or contact any persons represented in RGE data except as described in the application approved by RGE. I will not attempt to re-identify persons represented in de-identified or limited data sets.

I will not attempt to link RGE data with or attempt to generate hashes or other kinds of derivative data from RGE data that can be used to link to any other data not described in the approved RGE application.

I will not contact or attempt to contact any entities, providers, or payers represented in RGE data.

I will not attempt to discover specific terms of contracts, discounts, or fixed reimbursement arrangements, or other specific reimbursement arrangements between health care providers and individuals or entities paying for health care items or services.

I agree to submit all manuscripts and documents intended for publication or public presentation to RGE for review prior to publishing or presenting. This review will confirm that data presented do not permit identification of individuals or their families or identification of entities, providers, or individuals or entities paying for health care items or services.

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Signature

Date

Please type or print your name: \_\_\_\_\_

Electronic signing is available through DocuSign initiated by the RGE office.  
To sign electronically, please contact the RGE Office at [rge.utah.edu](https://rge.utah.edu).