

**DATA USE AGREEMENT
For Disclosure of Utah Suicide Mortality Research Study Data**

THIS AGREEMENT is entered into and effective as of the last date of signature below ("Effective Date") between the University of Utah, on behalf of its Utah Suicide Mortality Research Study (hereinafter referred to as "USMRS") (collectively referred to as "UTAH"), having an address at 303 Chipeta Way, Mailbox #14, Salt Lake City, UT 84108, and _____ (hereinafter referred to as "RECIPIENT"), having an address at _____.

W I T N E S S E T H:

WHEREAS, USMRS is a resource owned by UTAH and developed by individuals who are employees of UTAH, and in the course of such employment has conducted research on aspects of suicide mortality and related outcomes;

WHEREAS, such research resulted in the collection of human derived data outlined on Exhibit A of this Agreement;

WHEREAS, human derived data outlined on Exhibit A of this Agreement may have been funded by UTAH Office of the Vice President for Research (OVPR) and by private and Federal Grants awarded to USMRS;

WHEREAS use of human derived data outlined on Exhibit A of this Agreement are additionally allowed only under a data sharing agreement (DSA) between UTAH and the Utah Department of Health and Human Services (UDHHS) Office of the Medical Examiner (OME) and is therefore subject to additional regulations in that DSA;

WHEREAS, RECIPIENT, an employee of _____, has requested human derived data and accompanying data information from UTAH to be used in IRB-approved research in the area of _____

WHEREAS, UTAH is willing to provide RECIPIENT with the requested human derived data and accompanying data information in accord with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements exchanged between the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UTAH and RECIPIENT agree as follows:

1. Definitions

- 1.1. "Utah Data" shall mean the data outlined in Exhibit A attached hereto and incorporated herein by reference, and all references to human derived information associated with that data. The Utah Data is owned by UTAH.
- 1.2. "Confidential Information" shall mean any information of UTAH's or RECIPIENT's, which is identified in writing as Confidential Information. For purposes of this Agreement, all references to human derived information including month and year data, genealogical data, genetic data, or other potentially identifying information that may be contained on or in any information provided by

UTAH or accessible by RECIPIENT under this Agreement shall be considered Confidential Information.

2. Use of UTAH Confidential Information

- 2.1. RECIPIENT shall not use the Utah Data or Confidential Information for any purpose other than research conducted under the terms of this Agreement.
- 2.2. The UDHHS/OME DSA that allows use of Utah data and Confidential Information states, "Use of UDHHS OME data, samples, and their derivatives for commercial research, commercial benefit, personal profit, collective profit, or any other monetary incentive, is prohibited." If the use of the Utah Data or Confidential Information in any way results in the development of intellectual property, products, or procedures, whether patentable or not, RECIPIENT must notify UTAH of that development. and RECIPIENT and UTAH will negotiate in good faith and enter into an agreement on commercially reasonable terms and conditions for the equitable distribution of income from any commercial use, manufacture or sale of the new intellectual property, products or procedures, taking into consideration the contribution of the Utah Confidential Information to the new products or procedure.
- 2.3. UTAH shall clearly mark and identify all Utah Data shared with RECIPIENT and RECIPIENT will maintain such Utah Data such that they are readily identifiable. Upon termination or expiration of this Agreement, whichever first occurs, and at the instructions of UTAH, RECIPIENT shall either return the Utah Data to UTAH or destroy all the Utah Data within ninety (90) days of notification.
- 2.4. The terms RECIPIENT and Confidential Information shall refer to the receiving party and the Confidential Information of the disclosing party, as the context requires. With regard to Confidential Information, RECIPIENT hereby agrees;
 - to safeguard Confidential Information against disclosure to others with the same degree of care as it exercises with its own Confidential Information of a similar nature and under stipulations mandated by RECIPIENT'S Institutional Review Board, and UDHHS approval;
 - not to disclose Confidential Information to others, except to its employees, agents, or consultants who are bound to RECIPIENT by a like obligation of confidentiality;
 - to not pursue knowledge of any additional Confidential Information related to human derived data which is part of the UTAH resource in accordance with the UDHHS OME DSA for use of the Utah data and/or UTAH Confidential Information.

Except that RECIPIENT or UTAH shall not be prevented from using or disclosing any of the Confidential Information:

- which such party can demonstrate by written records was previously known to it; or
- which is now, or becomes in the future, public knowledge other than through acts or omissions of such party; or
- which is lawfully obtained by such party from sources independent of the disclosing party or
- which is independently developed by such party by those not having access to the Confidential Information and which can be proven through verifiable written records; or
- which is required to be disclosed by law or by court order providing such party shall make reasonable efforts to limit such disclosure.

3. Scholarly Products

- 3.1. RECIPIENT agrees to submit any scholarly product (e.g. grant proposals, publications) resulting from his/her research using the Utah Data and/or UTAH Confidential Information to USMRS for its review at least thirty (30) days prior to the scheduled disclosure of the results to any third party. USMRS will complete its review within thirty (30) days of receipt of the submitted documents. USMRS may request that RECIPIENT delete from the scholarly product any UTAH Confidential Information or reference to the same. If, during its thirty (30) day review period, UTAH notifies RECIPIENT or Recipient PI that it desires a patent application to be filed on any invention(s) disclosed in the documents, Recipient PI shall defer publication/disclosure for up to sixty (60) additional days from the date of submission of the document to UTAH.

4. Notices

- 4.1. Any notice required or permitted to be given to the parties hereto shall be deemed to have been properly given if delivered, in writing, in person or mailed by certified first-class mail to the following addresses, or such other addresses as may be designated in writing by the parties from time to time during the term of this Agreement:

To RECIPIENT:

Attention: Executive Director

To UTAH:

Attention: Executive Director
University of Utah Technology
Licensing Office
303 Chipeta Way, Mailbox #14
Salt Lake City, UT 84108

5. Non-Use of Names

- 5.1. Neither party shall use the name of the other party, or the other party's staff in any news, publicity, advertisement or commercial communication without the express written permission of the other party.

6. Miscellaneous

- 6.1. It is agreed that no waiver by either party hereto of any breach or default of any of the covenants or agreements set forth herein shall be deemed a waiver as to any subsequent and/or similar breach or default.
- 6.2. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their successors or assignees, but this Agreement may not be assigned by either party without the prior written consent of the other party.
- 6.3. This right to use Utah Data and Confidential Information shall expire _____ from the Effective Date, where this expiration is mutually agreed by RECIPIENT and UTAH. All other provisions shall remain in full force and effect from the Effective Date and beyond termination unless otherwise agreed by the joint approval of RECIPIENT and UTAH.

- 6.4. If the laws change such that this Agreement can no longer be practicably carried out, UTAH may terminate the Agreement by providing sixty (60) days notice or upon the effective date of any such change in law, whichever occurs first.
- 6.5. UTAH or RECIPIENT may terminate this Agreement at any time with or without cause upon at least sixty (60) days written notice to the other party. If either party terminates this Agreement, RECIPIENT shall return all Utah Data and UTAH Confidential Information to UTAH.
- 6.6. In the event a party under this Agreement intends to provide information, equipment or materials (Materials) restricted under applicable export control law or regulations (including, but not limited to Export Administration Regulations and International Traffic in Arms Regulations) to the other party during the course of any activity under this Agreement, the disclosing party must first notify the receiving party of its intention to provide Material at least thirty (30) days in advance of actually providing Material, and indicate to whom the Material is being provided, along with specific reference to the applicable regulatory sections. The receiving party will then determine whether it will accept such Material or decline. In addition, each party's performance of any activity under this Agreement is subject to compliance with all U.S. export control and Office of Foreign Assets Controls (OFAC) regulations.
- 6.7. It is understood and agreed between RECIPIENT and UTAH that this Agreement constitutes the entire agreement, both written and oral, between the parties, and that all prior agreements respecting the subject matter hereof, either written or oral, expressed or implied, shall be abrogated, canceled, and are null and void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their respective officers hereunto duly authorized, on the day and year hereinafter written.

“Recipient”

**“Utah”
University of Utah**

Signature: _____

Signature: _____

Name: _____
(please print)

Name: Eric Paulsen

Title: _____

Title: Director, Contracts, TLO

Date: _____

Date: _____

Read and Acknowledged by:

Read and Acknowledged by:

Signature: _____

Signature: _____

Name: RECIPIENT Contract Representative
(please print)

Name: USMRS Project Lead
(please print)

Title: _____

Title: _____

Date: _____

Date: _____

APPROVALS REQUIRED BY UTAH PRIOR TO FINAL APPROVAL:

Data Use Agreement (Research)

**VP of Research
(Not Required)**

By: _____

Name: Erin Rothwell

Date: _____

Associate VP of Research

By: _____

Name: Caren Frost

Date: _____

Utah IRB

By: _____

Name: Annie Risenmay

Title: Director

Date: _____

**Department of _____ Chair
(Not Required)**

By: _____

Name: _____

Title: _____

Date: _____

Recipient IRB (Optional)

By: _____

Name: _____

Title: _____

Date: _____

**University of Utah
Data Use Agreement**

Exhibit A

Date:

Sender:

Recipient:

University of Utah IRB # and documentation of compliance:

Approved data use application: