

**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 201 Presidents Circle. Salt Lake City, UT, 84112.

WITNESSETH:

WHEREAS, USMRS is a University of Utah research program 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 and/or affiliate of University of Utah has requested human derived data and accompanying data information from UTAH to be used in IRB-approved research outlined on Exhibit A of this Agreement;

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. “Derived Materials” means aggregate results, analyses, models, statistics, or other outputs created using the Utah Data that do not contain direct identifiers and cannot reasonably be used to re-identify an individual. Recipient may create and use Derived Materials consistent with this Agreement and law; sharing, Derived Materials is NOT permitted.
- 1.3. “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. Recipient will use the Utah Data solely to conduct the IRB-approved research described in Exhibit A. Recipient will not disclose Utah Data to any third party without prior written approval from UTAH. Recipient will not attempt to re-identify any individual and will not link Utah Data to external sources without UTAH's written approval.
- 2.2. Use of the Utah Data or Confidential Information, 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 disclose such intellectual property, products or procedures to UTAH's Technology Licensing Office.
- 2.3. Recipient will access and analyze the Utah Data exclusively on institutionally approved and secure systems. 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 return the Utah Data to UTAH to be stored in the past projects archive for long-term storage and reference.
- 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.
- 2.5 Security & Compliance. No Utah Data will be stored, transmitted, accessed, or disposed of outside the United States without prior UTAH approval. No Utah Data will be entered into generative AI tools without prior UTAH approval. Recipient will promptly (within 24 hours) notify UTAH of any suspected or actual unauthorized access, use, or disclosure, cooperate on mitigation, and maintain related records. Recipient agrees that UTAH may audit Recipient's facilities, systems, and records relating to the Utah Data.
- 2.6 Genetic summary statistics ("Sumstats") are generally considered to present a low risk of individual re-identification. However, Sumstats may be used to derive individual or group-level genetic risk scores that can be used for applications that may be misleading, stigmatizing, discriminatory, or otherwise harmful. All Sumstats and any other summary-level or derived data generated from the Utah Data inclusive of data obtained from the inception of the USMRS in 1998 and forward, are and shall remain the sole property of UTAH. Sumstats and other derived or summary-level data shall not be shared, disclosed, deposited in public repositories, incorporated into consortia releases, or otherwise redistributed in any form without the prior written authorization of UTAH. Any proposed use of Sumstats derived from Utah Data requires submission of a formal data request to, and written approval from USMRS prior to initiation of the UTAH approval process and subsequent proposed activity.

3. Scholarly Products

- 3.1. RECIPIENT agrees to submit any scholarly product (e.g. publications) resulting from his/her research using the Utah Data and/or UTAH Confidential Information to UTAH for its review that will include review by OME and UDHHS as per DSA at least thirty (30) days prior to the scheduled disclosure of the results to any third party. Reviews are for privacy, confidentiality, and statutory compliance. Recipient will incorporate reasonable privacy-protective changes requested by UTAH. Recipient will also complete any required RGE publication/publicity review prior to submission. UTAH will complete its review within thirty (30) days of receipt of the submitted documents. UTAH may request that RECIPIENT delete from the scholarly product any UTAH Confidential Information or reference to the same.

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:
University of Utah
201 Presidents Circle
Salt Lake City, UT, 84108

To UTAH:

Attention: Executive Director
University of Utah Technology
Licensing Office
303 Chipeta Way, Suite 520

5. Miscellaneous

- 5.1. 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.
- 5.2. 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.
- 5.3. This right to use Utah Data and Confidential Information shall expire in 2 years from the Effective Date, where this expiration is mutually agreed by RECIPIENT and UTAH with the potential for an extension on the expiration date. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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”

USMRS Designee

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

**“Utah”
University of Utah**

Associate VP of Research

Signature:

Signature:

Name: Eric Paulsen

Name: Caren Frost

Title: Director, Contracts, TLO

Title: Associate VP of AVPRI

Date:

Date:

**APPROVALS REQUIRED BY UTAH PRIOR TO FINAL APPROVAL:
University of Utah
Data Use Agreement**

Exhibit A

Date:

Recipient name:

Recipient title:

USMRS Study Tracking Number:

Study Title:

Utah IRB number(s) associated with study:

Description of data to be transferred:

Location of where the data will be transferred:

Names of individuals from study team to access the data:

Brief Description of research/study to be conducted: