

RESEARCH AGREEMENT

THIS RESEARCH AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 20__ by and between the University of Utah, a body of politic and corporate of the State of Utah, on behalf of the Utah Cancer Registry (“UCR”), and _____ (“Researcher”).

RECITALS

WHEREAS, UCR collects identifiable and non-identifiable cancer case information on behalf of the Utah Department of Health (“UDOH”); and

WHEREAS, Researcher desire to use such cancer case information for an IRB-approved research project (“Research Project”) in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings contained herein, the parties hereby agree as follows:

1. Definitions.

(a) “Disclose” or “disclosure” shall mean the communication of cancer case information to any individual or organization other than to Researcher or the UCR.

(b) “Cancer case information” shall mean any information that UDOH requires persons or organizations to report to the UCR pursuant to the Utah Code Annotated § 26-5-2 and § 26-1-30.

(c) “Patient identifiable cancer case information” shall mean any cancer case information which, either from the data disclosed or in combination with other data, identifies the subject of the cancer case information or the individual or organization who reported the cancer case information.

2. Use of Cancer Case Information. Researcher may use cancer case information only for the Research Project. **[Add any specific restrictions on use not covered in UCR policy]** If Researcher wants to use such cancer case information for another research project, Researcher shall first obtain the appropriate approval for the research project from the IRB, UCR, and the UCR’s Advisory Research Committee. Researcher, and any individual working on the Research Project, shall not disclose the cancer case information to others without the prior written consent of UCR. Moreover, the cancer case information shall not be reproduced in any form except for internal use or with the prior written consent of UCR.

3. Publication. In the event Researcher wants to publish the results of the Research Project, Researcher shall first provide to UCR written notice of Researcher’s intent to publish and a draft of such publication. UCR shall have thirty (30) days after receipt of the draft publication to request in writing the removal of any portions of the publication deemed by UCR to inappropriately disclose identifiable cancer case information. Upon receipt of such request from UCR, Researcher and UCR shall attempt in good faith to agree upon the modifications or revisions to the draft publication which are reasonably necessary to protect the privacy of the subjects of the cancer case information. In no event, however, shall Researcher publish identifiable cancer case information without the written consent of UCR.

4. Contact of Subjects of Cancer Case Information. If Researcher wants to contact subjects of patient identifiable cancer cases information, Researcher shall submit a written request to UCR identifying subjects Researcher wants to contact and the purpose of contacting the subjects. If UCR approves such request, UCR shall contact the subject of the cancer case information (or the legal guardian of the subject if a guardian has been appointed by a court) and the subject's physician, if appropriate, and request the subject's written consent to be contacted by Researcher. In no event shall Researcher contact a subject of the cancer case information unless UCR has first obtained such written consent.

5. Cancer Case Information. All cancer case information shall remain the property of UCR and shall be destroyed or promptly returned to UCR at the end of the project, upon request of UCR, or upon termination of this Agreement.

6. Annual Reports. On or before the _____, Researcher shall submit to UCR an annual report regarding the progress of the Research Project, all publications resulting from the Research Project, changes in the Research Project protocol or personnel, any incidents that may have resulted in the disclosure of identifiable cancer case information, and any other information requested by UCR or the Advisory Research Committee.

7. Audits. UCR or UDOH may conduct on-site audits of Researcher during normal business hours to observe practices for protecting the confidentiality of cancer case information. Researcher shall reimburse UCR or UDOH for the reasonable costs of such audits.

8. Representations and Warranties of Researcher. Researcher represents and warrants to UCR, upon execution of this Agreement and throughout the term of this Agreement, that:

(a) Researcher has obtained appropriate approval for the Research Project from (i) an IRB, (ii) the UCR, and (iii) the Advisory Research Committee.

(b) Researcher, and any individual working on the Research Project, shall comply with the terms of this Agreement and the Utah Cancer Registry's Policies and Procedures Guide: Requests for Registry Data.

(c) Researcher, and any individual working on the Research Project, shall conduct the Research Project in accordance with all applicable federal, state, and local laws, rules, and regulations.

9. Indemnification. Researcher shall indemnify, defend and hold harmless UCR against any claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees incurred by UCR arising out of or related to the acts or omissions of Researcher in connection with this Agreement. **[Remove this Paragraph for University of Utah Researchers]**

10. Term. The term of this Agreement shall commence on the date hereof and shall end on _____ or on the date the Research Project ends, whichever occurs first, unless sooner terminated as provided herein. This Agreement may be renewed or extended for additional terms by mutual written agreement of the parties.

11. Termination.

(a) For Cause. UCR may terminate this Agreement upon breach by Researcher of any material provision of this Agreement, provided such breach continues for ten (10) working days after receipt by Researcher of written notice of such breach from UCR.

(b) Without Cause. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days' advance written notice thereof.

(c) Effect of Termination. In the event of such termination, the Researcher shall promptly return all cancer case information to UCR, in any and all formats. The following provisions shall survive the termination of this Agreement: Paragraphs 3, 4, 5, and 9.

12. General Provisions.

(a) Assignment; Subcontracting. No assignment or subcontract of this Agreement or any right or interest herein by Researcher shall be effective unless UCR shall first give its written consent to such assignment. This Agreement shall be binding upon and inure to the benefit of any successors or assigns of either party.

(b) No Waiver. No waiver of any breach of any term or condition of this Agreement by any party shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement.

(c) Notices. Notices to the parties hereunder shall be deemed given if in writing when delivered in person or by courier, prepaid overnight express services, U.S. Mail or certified mail, return receipt requested, and shall be considered given on the next business day, if sent overnight or Express Mail, and on the third (3rd) business day after mailing if sent certified mail. Notices shall be addressed as follows:

To Researcher: _____

To University: Utah Cancer Registry
650 Komas Drive, Suite 106B
Salt Lake City, Utah 84108
Attn: Antoinette Stroup, PhD

With a copy to: Office of General Counsel
University of Utah
309 Park Building,
Salt Lake City, Utah 84112

or to such other persons or places as either party may from time to time designate by written notice to the other party.

(d) Governing Law. This Agreement shall be governed by and constructed in accordance with laws of the State of Utah, without application of choice of laws rules.

(e) Entire Agreement. This Agreement contains the entire understanding of parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, and all other communications between the parties relating to such subject matter. All Exhibits to this Agreement are incorporated herein by this reference. This Agreement may not be amended or modified except by mutual written agreement.

(f) Execution by Counterpart. This Agreement may be executed separately or independently in any number of counterparts, each and all of which together shall be deemed to have been executed simultaneously and for all purposes to be one Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and entered into by their authorized representatives as of the date first set forth above.

“University”

“Researcher”

Antoinette M. Stroup, Ph.D.
Co-Principal Investigator & Deputy Director
Utah Cancer Registry

[FILL NAME]
[FILL TITLE]
[FILL DEPARTMENT]

Rosemary Dibble
Director of Operations
Utah Cancer Registry