

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“Agreement”) is entered into by and between the University of Utah, a body politic and corporate of the State of Utah, on behalf of the Utah Resource for Genetic and Epidemiologic Research (hereinafter referred to as “RGE”) and the Driver License Division of the Utah Department of Public Safety (hereinafter referred to as “DLD”).

### **RECITALS**

WHEREAS, RGE gathers various data for the purpose of reducing morbidity or mortality, or for the purpose of evaluating and improving the quality of hospital and medical care, which it makes available to qualified and approved research projects in accordance with RGE Policies and Procedures;

WHEREAS, DLD collects and maintains various data in connection with its operations, the inclusion of which in RGE would better enable RGE to meet its goals and obligations as articulated in that certain Executive Order of the Governor of the State of Utah, dated February 20, 1986;

WHEREAS, the parties have previously agreed to a data-sharing arrangement memorialized by that certain Memorandum of Agreement with an effective date of October 15, 2005, and the parties wish to once again memorialize their respective rights and obligations associated with future data-sharing activities;

WHEREAS, the parties consider the efforts of RGE to be in the best interest of the parties and the health and welfare of the patients and populations served by the parties;

### **AGREEMENT**

NDW, THEREFDRE, for and in consideration of the mutual covenants, conditions and undertakings herein set forth, the parties agree as follows:

1. Data Transfer. DLD will provide, at least once annually, machine-readable copies of computerized DLD Records to RGE. For the purposes of this Agreement, “DLD Records” means those records and information specified in Appendix A to this Agreement, which is attached hereto and incorporated by this reference. Appendix A may be modified from time to time by the mutual written agreement of the RGE Director and the DLD Director or designee identified in section 5(a) of this Agreement or that individual’s designated successor.

2. Expense. RGE agrees to reimburse DLD for actual reasonable costs associated with the transfer of DLD Records pursuant to this Agreement.
3. Liability. DLD and RGE are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code §§ 63G-2-101 to -904, as amended (the "Act"). Nothing in this Agreement shall be construed as a waiver of any rights, limits, or defenses otherwise applicable to the parties pursuant to the Act. It is not the intent of either party to assume any liability for the acts of the other and nothing in this Agreement shall be so construed.
4. Period of Performance. This Agreement is valid for two years from the date accepted by both parties and may be renewed thereafter by signing a new Memorandum of Agreement.
5. Technical Supervision.
  - a) Supervision by DLD. The person with the primary responsibility for supervision of the performance of this Agreement on behalf of DLD shall be the DLD Director or designee or such other person as DLD may designate in writing.
  - b) Supervision by RGE. The person with primary responsibility for supervision of the performance of this Agreement on behalf of RGE shall be Ken R. Smith, Ph.D., Director of Pedigree and Population Resource, or such other person as RGE may designate in writing.
6. Compliance with Laws. In performance of this Agreement, both parties shall comply with all applicable federal, state and local laws, codes, regulations, policies, guidelines and orders.
7. Access. RGE agrees to assist DLD in updating DLD files by providing date of death information to DLD on individuals determined by RGE to have died but who do not yet have that information recorded in DLD files. Notwithstanding the foregoing, any and all access to RGE data shall be in full compliance with RGE Policies and Procedures governing such access, as the same may be amended from time to time.
8. Safeguards. RGE and its appropriately designated agents and researchers agree to provide proper safeguards to maintain the security and confidentiality of all individually identifiable information provided by DLD to RGE. Where RGE may rely upon other agents, organizations, or agencies to assist with technical, academic, computer, or security related data functions, RGE agrees to retain sole decision-making authority for safeguarding DLD Records and agrees to not relinquish its oversight authority to any non-RGE person or group. RGE will report breaches of access according to State and Federal disclosure requirements. RGE will immediately notify the DLD of any unauthorized use of the information or any breach in security.
9. Utah Resource for Genetic and Epidemiologic Research Review Committee. DLD will designate a representative who will be appointed and will serve as a member of the Utah Resource for Genetic and Epidemiologic Research Review Committee in conjunction with

DLD's first transfer of DLD Records pursuant to this Agreement. Such representative shall remain on the committee for so long as DLD remains a contributor to the RGE and will have the full rights of any contributor member of that committee, including the right to veto proposals to grant access to DLD Records. DLD may, from time to time, replace its representative with a substitute representative.

10. **Data Ownership.** Data provided by the DLD remains the property of the DLD and may not be further disseminated without the DLD's approval. The data is provided by the DLD pursuant to the sharing provisions in the Government Records Access and Management Act found in Title 63G, Chapter 2 of the Utah Code. The data may contain information classified as private pursuant to Section 63G-2-302 or personal under the Driver's Privacy Protection Act of 1994, found at 18 U.S.C. Chapter 123 and only be disclosed as described in those statutes. As provided by Section 63G-2-206, the entity receiving the information under the sharing provisions is subject to the same restrictions on disclosure as the DLD .
11. **Use of DLD Data.** RGE agrees to grant the DLD Director or designee web based access to RGE's application review and approval process (ERICA). RGE will notify DLD Director or designee by email of applications to RGE requiring DLD review and approval. DLD will access ERICA to review applications for use of DLD contributed data. DLD will determine if requested use of DLD contributed data is acceptable to DLD. Individuals contacted based on data contributed by DLD may not be informed contact was from data provided by DLD. Individuals may not be contacted based on height/weight reported on their driver license. Upon determination by DLD of acceptable use of DLD data, DLD will issue approval of use of DLD data through ERICA approval process. If DLD does not approve use of DLD data for an application, the DLD may request further information and/or clarification concerning the use of DLD data. Upon receipt of further information and /or clarification, the DLD will issue approval or denial for use of DLD data. If DLD does not approve use of DLD data for the application, DLD data may not be used.
12. **Relationship of Parties.** In assuming and performing the obligations of this Agreement, RGE and DLD are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent or employee of the other. Neither RGE nor DLD shall use the name or any service mark or trademark of the other in any advertising, sales promotion or other publicity matter relating to this Agreement without the prior written approval of the other party.
13. **Termination.** .This Agreement may be terminated by either party, with or without cause, upon the provision of sixty (60) days advance written notice. Conditions for the return of DLD data held by RGE or RGE-approved projects shall be negotiated within the 60 day period. A violation of the terms of this Agreement may result in the termination of this Agreement and shall require the return of any DLD data held by RGE or RGE-approved projects.
14. **Uncontrollable Forces.** Neither RGE nor DLD shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the









