

### Data Transfer Agreement

**THIS DATA TRANSFER AGREEMENT** (“**Agreement**”) is entered into and effective as of the last date of signature below (“**Effective Date**”) between the University of Utah, having an address at 303 Chipeta Way, Mailbox #14, Salt Lake City, UT 84108 (hereinafter referred to as "**University**"), and **University of, having an address at 12345 White Lane, Seattle, WA 98136** (hereinafter referred to as "**Recipient**"). University and Recipient may be referred to herein solely as a “**Party**” or jointly as the “**Parties**” as the case may be.

### **WITNESSETH:**

**WHEREAS**, Aaron Quinlan (“**University Scientist**”) is an employee of University and, in the course of such employment, has collected or otherwise become the custodian of the University Data (defined below);

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

**WHEREAS**, **Jane Doe** (“**Recipient Scientist**”) is an employee of Recipient, and has requested access to University Data and accompanying sample information from University, for purposes of the research described in Exhibit A; and

**WHEREAS**, University is willing to provide Recipient with the requested data and accompanying data information, subject to the terms and conditions of 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, University and Recipient agree as follows:

### **Article I. DEFINITIONS**

Section 1.01 “**Commercial Purposes**” shall mean the sale, lease, license, or other transfer of the University Data to a for-profit organization. Commercial Purposes shall also include uses of the University Data by any organization, including Recipient, to perform contract research to produce or manufacture products for sale, or to conduct research activities that result in any sale, lease, license, or transfer of the University Data to a for-profit organization. However, research requiring use of University Data that is funded by a for-profit organization and performed at an academic institution shall not be considered a use of the University Data for Commercial Purposes per se, unless any of the above conditions of this definition are met.

Section 1.02 “**Confidential Information**” shall mean all information, intellectual property, knowledge, know-how, or data, regardless of form, including without limitation, written, oral, visual, photographic, electronic, magnetic, computer or otherwise, relating to the University Data and which is disclosed to Recipient by or on behalf of the University. Confidential Information shall include, without limitation: (a) all references to patients or human subjects including clinic numbers, names, initials or other identifying information that may be contained on or in any Confidential Information provided by University or accessible by the Recipient Scientist under this Agreement and (b) the terms and conditions of this Agreement.

Section 1.03 “**Restricted Materials**” shall mean information, equipment or University Data restricted under applicable export control law or regulations (including, but not limited to Export Administration Regulations and International Traffic in Arms Regulations).

Section 1.04 “**University Data**” shall mean the data outlined in Exhibit A attached hereto and incorporated herein by reference, and all patient references associated with that data.

## **Article II. USE OF UNIVERSITY DATA**

Section 2.01 University retains ownership of all University Data. Recipient shall not use the University Data or Confidential Information for any purpose other than research conducted under the terms of this Agreement. Recipient shall not use the University Data for any Commercial Purposes and shall use the University Data exclusively for nonclinical purposes and will not be used in the diagnosis or treatment of humans. Recipients shall comply with all applicable Federal, State and local laws and regulations in using the University Data.

Section 2.02 University Data will not be transferred, distributed, disclosed or released to any third party unless prior written permission is obtained from University. Without limiting the foregoing, Recipient acknowledges and agrees that (i) the University Data may not be taken or sent to another institution or company without written permission from Provider and (ii) the University Data may not be used in research that is subject to consulting, a first option right to negotiate a license or other licensing obligations to another party (other than those obligations imposed upon grantee institutions of the U.S. government) without express written consent by University. Recipient, its affiliates, agents and subcontractors agree to comply with all U.S. export control laws, rules and regulations with respect to its use and any permitted distribution of the University Data.

Section 2.03 If the use of the University Data and/or Confidential Information in any way results in the development of intellectual property, products, or procedures, whether patentable or not, Recipient must notify University of that development and Recipient and University 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 University Data and/or University Confidential Information to the new products or procedure.

Section 2.04 Each of Recipient and Recipient Scientist agree to refer to University any request for University Data from anyone other than those persons working under Recipient Scientist’s direct supervision. Recipient shall not further transfer University Data without written permission from University.

Section 2.05 Recipient assumes all liability for damages that arise from its use of University Data. University will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of University Data by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of University. Recipient will indemnify, defend and hold harmless University, its employees, agents and representatives against all claims arising from Recipient’s use of University Data.

Section 2.06 THE UNIVERSITY DATA ARE PROVIDED HEREUNDER “AS IS”, AND UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNIVERSITY PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY ASSURANCES

THAT THE USE OF THE UNIVERSITY DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

### **Article III. USE OF CONFIDENTIAL INFORMATION**

Section 3.01 Neither Recipient, Recipient Scientist nor any other Recipient employee shall use the Confidential Information for any purpose other than research conducted under the terms of this Agreement.

Section 3.02 With regard to Confidential Information, Recipient hereby agrees:

- (a) 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, but in no event with less than a reasonable degree of care;
- (b) not to disclose, nor permit Recipient Scientist to disclose, Confidential Information to others, except to its employees, agents, or consultants who are bound to Recipient by a like obligation of confidentiality, without the express written permission of University;
- (c) to use the Confidential Information only for purposes of performing the research described herein;
- (d) in the sole discretion, and at the direction, of University, to return or destroy all copies of Confidential Information within thirty (30) days following the expiration or earlier termination of this Agreement.

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

- (a) which Recipient can demonstrate by written records was previously known to it;  
or
- (b) which is now, or becomes in the future, public knowledge other than through acts or omissions of Recipient; or
- (c) which is lawfully obtained by Recipient from sources independent of the University and not otherwise subject to obligations of confidentiality with respect to such information; or
- (d) which is independently developed by Recipient by Recipient employees not having access to the Confidential Information, as evidenced by Recipient's contemporaneous written records; or
- (e) to the limited extent Recipient is obligated to disclose such Confidential Information as a consequence of applicable law or by court order, provided that Recipient shall make reasonable efforts to limit such disclosure.

### **Article IV. PUBLICATION**

Recipient Scientist shall submit any proposed publication resulting from his/her research using the University Data and/or Confidential Information to University for its review at least thirty (30) days prior to the scheduled disclosure of the results to any third party. University will complete its review within

thirty (30) days of receipt of the submitted documents. University may require that Recipient Scientist delete from the publication any Confidential Information. If, during its thirty (30) day review period, University notifies Recipient or Recipient Scientist that University desires to file a patent application on any invention(s) belonging to the University and disclosed in the proposed publication, Recipient Scientist shall defer publication/disclosure for the period requested by University, not to exceed ninety (90) days following University's first receipt of the proposed publication.

## **Article V. NOTICES**

Any notice or other communication required or permitted to be given to either Party hereto shall be in writing and shall be deemed to have been properly given and effective: (i) on the date of delivery if delivered in person during Recipient's normal business hours; or (ii) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses given below, or to such other address as either Party shall designate by written notice given to the other Party as follows:

To Recipient:

Attention: Executive Director  
University of  
12345 White Lane,  
Seattle, WA 98136

To University:

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

## **Article VI. MISCELLANEOUS**

Section 6.01 *Publicity/Use of Names.* Neither Party shall use the name, trademark, service mark or other brands 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.

Section 6.02 *Waiver.* No waiver by either Party of any breach or default of any of the covenants or agreements set forth herein shall constitute a waiver as to any subsequent and/or similar breach or default.

Section 6.03 *Amendments.* No amendment or modification of this Agreement shall be valid or binding upon the Parties unless made in writing and signed by both Parties hereto.

Section 6.04 *Assignment.* Neither Party may assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the other Party. This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their permitted successors or assignees.

Section 6.05 *Effective Date/Term/Termination.* This Agreement, and Recipient's right to use University Data and Confidential Information, shall commence on the Effective Date and shall automatically expire on the earlier of (a) the date on which Recipient completes the research described in Exhibit A, or (b) the third (3) anniversary of the Effective Date. Notwithstanding the foregoing, either

University or Recipient may terminate this Agreement, at any time and with or without cause, upon at least ninety (90) days prior written notice to the other Party. University may terminate this Agreement, upon thirty (30) days prior written notice to Recipient, in the event Recipient is in breach of an obligation hereunder, if Recipient fails to cure such breach prior to expiration of that thirty (30) day period. If any law, rule or regulation to which University is subject is adopted or amended, and the newly adopted or amended law, rule or regulation materially alters the University's rights or obligations hereunder, or with respect to the University Data or Confidential Information, as determined by University in its sole but reasonable discretion, University may terminate the Agreement by providing Recipient written notice of such termination. The foregoing termination will be effective on the earlier of (a) thirty (30) days following Recipient's receipt of such notice, and (b) the date on which such new or amended law, rule or regulation becomes effective.

Section 6.06 *Survival of Provisions.* The following provisions will survive the expiration or earlier termination of this Agreement for any reason: Article I (Definitions); Article III (Use of Confidential Information); Article IV (Publication); Article V (Notices); Article VI (Miscellaneous) and Sections 2.01 and 2.03 through 2.09. For the avoidance of doubt, (a) all of Recipient's rights to use University Data or Confidential Information granted hereunder shall automatically terminate upon the expiration or earlier termination of this Agreement for any reason, and (b) all use by Recipient of Modifications beyond the expiration or earlier termination of this Agreement shall remain subject to this Agreement, for as long as such use continues and until Recipient destroys all such Modifications.

Section 6.07 *Severability.* The covenants, obligations and provisions of this Agreement are severable, and in the event that any covenant, obligation or provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining covenants, obligations, or provisions hereof.

Section 6.08 *Governing Law/Venue.* This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without application of any principles of choice of laws, and the courts within Salt Lake County in the State of Utah shall have exclusive jurisdiction and venue for all disputes arising out of this Agreement.

Section 6.09 *Restricted Materials.* In the event a Party under this Agreement intends to provide Restricted Materials 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 Restricted Materials at least thirty (30) days in advance of actually providing Restricted Materials, and indicate to whom the Restricted Materials are being provided, along with specific reference to the applicable regulatory sections. The receiving Party will then determine whether it will accept such Restricted Materials or decline to receive them. 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.

Section 6.10 *Entire Agreement.* This Agreement, including all incorporated exhibits, embodies the entire understanding of the Parties and supersedes all previous communications, representations or understandings, either oral or written, between the Parties relating to the subject matter thereto.

Section 6.11 *Signatures/Signature Authority.* This Agreement may be signed in counterparts, each of which when taken together shall constitute one fully executed document. Each individual executing this Agreement on behalf of a legal entity does hereby represent and warrant to each other person so signing that he or she has been duly authorized to execute this Agreement on behalf of such party. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether

by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein.

[Signature page next page.]

**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.

**University of**

**University of Utah**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: Eric S. Paulsen

Title: \_\_\_\_\_

Title: Director, Contracts

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Read and Acknowledged by Recipient Scientist:**

**Read and Acknowledged by University  
Scientist:**

\_\_\_\_\_  
Printed Name: Jane Doe

\_\_\_\_\_  
Printed Name: Aaron Quinlan

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approvals Required by University Prior to Final Approval:**

**Vice President for Research (Not Required)**

**Assoc. Vice President for Research**

\_\_\_\_\_  
Printed Name: Erin Rothwell, PhD

Title: Vice President for Research

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: Caren Frost, PhD

Title: Associate Vice President for Research

Date: \_\_\_\_\_

**Utah IRB**

**Department of \_\_\_\_\_ Chair  
(Not Required)**

\_\_\_\_\_  
Printed Name: Annie Snow

Title: Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Date:** February 5, 2026

**Sender:** Aaron Quinlan

**Recipient:** Jane Doe

**IRB #:** IRB\_0065564

1. **What is being shared or transferred?**  
Research Data Only
2. **Are the Physical Materials and/or Data being shared human-related?**  
Yes
3. **Please provide a complete description of the Physical Materials, Data, and/or Information to be transferred.**  
Genomic sequence data from a 48-member four-generation family. Forty one individuals will be hosted through dbGAP, but the remaining individuals did not provide consent for biobanking, and data will be accessed via a Data Use Agreement with University of Utah.
4. **What type of Physical Materials and/or Data are being sent?**  
Genomic sequence data: Potentially Identifiable Genomic Information (PIGI)
5. **To what patient population does the Physical Materials and/or Data pertain?**  
Utah CEPH families consented for study of genetics and human health.
6. **How many samples will be transferred? (Please enter N/A if Data only to be transferred.)**  
Up to 48
7. **How many patients do these Physical Materials derive from? (Please enter N/A if Data only to be transferred.)**  
48
8. **What is the duration of the study? (Open-ended MTAs cannot be accepted.)**  
3 years
9. **What is the level of identifiability for the research data and/or sample?**  
Identifiable Dataset
10. **Are you paying a private company (i.e. through fee for service) to perform any work on your behalf with the materials and/or data?**  
No
11. **If yes to the question above, is the company using your materials and/or data for their own purpose(s)?**
12. **When do you anticipate the transfer occurring?**  
August 2026
13. **Will there be multiple transfers?**  
No
14. **How long will the Physical Materials and/or Data be used by the recipient?**  
3 years
15. **What will happen to any remaining Physical Materials and or/Data after the research activity has been completed?**  
Documented removal and destruction of data from computers
16. **Are the total number of Physical Materials to be sent greater than half of those stored at University of Utah?**  
no
17. **What are the aims of the research/information exchange to be conducted with the Physical Materials, Data, and/or Information?**  
The aim is to study the genomes for variation and inheritance.