

Fred Hutch Confidentiality Pledge for Access to Data Governed under Consortium MOU

1. "Confidential Information" means the following information:

Any clinical or research data accessed through the Consortium MOU that is linked to an individual or that could be used to identify an individual including, without limitation, the following: 1) electronic clinical data feeds from UW Medicine, SCCA and/or Seattle Children's medical records systems and 2) other clinical data manually abstracted data from UW Medicine, SCCA, and Seattle Children's medical records systems. 3) other research data from long-term follow-up that has been manually abstracted from medical records with a HIPAA authorization or an IRB-approved HIPAA waiver authorization; 4) clinical, demographic, and vital status data from any Cancer Surveillance System ("CSS") database; 5) clinical data relating to research specimens maintained in specimen repositories such as NW BioTrust 6) research data about associated studies (e.g. from a Clinical Trial Management System or "CTMS"); and 7) research data generated through laboratory assays (e.g. molecular data) .

2. I agree not to make use of, disseminate, disclose, or in any way circulate any Confidential Information as defined above except as expressly permitted by this Confidentiality Pledge. If Confidential Information is used for research purposes, such Confidential Information may be published, presented or otherwise disclosed to other research team members in connection with the research study entitled:

Study Title:	
Institutional Review File #	
Protocol #	

provided, however, that no disclosure of Confidential Information can be made that identifies an individual or which could be used to identify an individual unless permitted by applicable law and approved by Institutional Review Board ("IRB") designated by the Fred Hutch IRB. In the use of the Confidential Information for research, I pledge that I will only use the Confidential Information in a manner consistent with stated purpose, applicable law and any terms and conditions imposed by the IRB. I pledge that I will not re-disclose to any person or entity any Confidential Information that has not been authorized to receive such Confidential Information. Access to confidential data for purposes of research preparatory activities will not be used for any other purpose.

3. I agree not to disclose any computer password or otherwise provide access to Confidential Information to any unauthorized person. If I have reason to believe the confidentiality or security of my password has been compromised, I will report this information to the system administrator or my supervisor as soon as possible.

4. I agree to indemnify, defend, and hold Fred Hutch harmless from any causes of action, claims, damages, or liabilities arising or alleged to arise from my failure to comply with any of the provisions of this Confidentiality Pledge.

5. I agree not to remove any Confidential Information from Fred Hutch systems unless authorized to do so. I also agree to maintain appropriate information security procedures to ensure that Confidential Information remains confidential to the extent required by this Confidentiality Pledge.

6. I agree to destroy all copies of Confidential Information under my control as soon as the purposes of the research study for which I have been given access to the Confidential Information have been accomplished.

7. I agree to comply with all applicable laws and regulations regarding the confidentiality of individually identifiable health information, including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA") (See: 45 CFR Parts 160, 162 and 164) and Washington State's requirements (See: RCW 70.02 and RCW 42.48) and the regulations of the Office of Human Research Protection (45 CFR Part 46).

8. I understand and acknowledge that this Agreement may not be amended and that use of Confidential Information in a manner not permitted by this Confidentiality Pledge is prohibited without the prior written consent of an authorized Fred Hutch representative.

9. I understand that a violation of the terms of this Confidentiality Pledge may result in termination of my permission to have access to and use of Confidential Information as permitted herein.

My signature confirms I have read and agree to the terms above of this Confidentiality Pledge.

Full Name: _____ Email: _____

Title: _____ Date: _____

Original Signature _____

Full Name of PI (if different than above) _____

Signature of PI (if different than above) _____