

**PHT-UM DATA EXCHANGE FORM**

Pursuant and at all times subject to the Master Mutual Data Use Agreement (“Agreement”) entered into between UM and TRUST on August 20, 2020, this PHT-UM Data Exchange Form (“DEF”) is made and entered into as of the date of last signature below (“DEF Effective Date”), by and between UM and TRUST. UM and TRUST shall each be deemed a “Party” and collectively the “Parties” for all purposes under and relating to this DEF.

<b>Disclosing Party:</b> [UM or TRUST] is the “Disclosing Party.”
<b>Recipient:</b> [UM or TRUST] is the “Recipient.”
<b>Requestor:</b> (insert Requestor’s full name and title/credentials)
<b>Expiration Date:</b>
<b>Objective</b> (choose only one): Research activities _____
<b>IRB #</b> (if “Research activities” is selected above):
<b>Description:</b> The Recipient hereby clearly articulates the complete purpose and specifically intended usage of the Disclosing Party’s Confidential Information and/or Data requested through this DEF (the “Description”) is as follows:   

1. All of the terms and conditions contained in the Agreement are restated in their entirety and incorporated herein by reference as if fully set forth herein.
2. The Recipient, through this DEF, authorizes its Workforce member named above as the Requestor to acquire or receive the Disclosing Party’s Confidential Information and/or Data on behalf of the Recipient.
3. The Recipient represents and agrees that it desires to acquire or receive, and its Workforce shall only use, the Disclosing Party’s Confidential Information and/or Data made available through this DEF for the Objective and Description stated above.
4. The complete list of specific data elements the Recipient requests from the Disclosing Party are attached to this DEF as “Attachment 1.” The Recipient represents and agrees that it shall not access, acquire, or otherwise request any additional data elements without the Disclosing Party’s express written consent obtained solely in the form of an amendment to this DEF.
5. The Recipient represents that it has designed and shall implement an adequate data security plan for this DEF prior to acquisition of the disclosing Party’s Confidential Information and/or Data.
6. The Recipient represents and agrees that it shall, and it shall cause its Workforce to, at all times comply with all of the terms, conditions, and restrictions contained in the Agreement relating to the Disclosing Party’s Confidential Information and/or Data made available through this DEF.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this DEF to be entered into as of the DEF Effective Date.

Acknowledged and agreed to by:

**UM**

By (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

*If UM is the Recipient:*  
**Approved by: Executive Dean for Research**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name of Executive Dean for Research or designee)  
Date: \_\_\_\_\_

**Requestor Avers Compliance with All Terms:**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name of Recipient's Requestor)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TRUST**

By: Carlos A. Migoya  
Title: Chief Executive Officer  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

*If TRUST is the Recipient:*  
**Requestor Avers Compliance with All Terms:**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name of Recipient's Requestor)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_