

## Addendum to Trading Partner Agreement of Utah Cancer Registry

Additional permissions and restrictions on the use of cancer registry information from this Trading Partner.

Pursuant to the Memorandum of Agreement between the University of Utah and the Utah Department of Health (UDOH), effective as of November 1, 2006, as amended:

1. All cancer case information collected by the Utah Cancer Registry (UCR) (including cancer case information collected under previous agreements and arrangements) is the property of the Utah Department of Health (UDOH).
2. The UCR may only disclose identifiable cancer case information to a bona fide cancer registry that has entered into a signed agreement with UCR to exchange identifiable cancer case information regarding:
  - a. Individuals who are residents of the collaborating registry's area of coverage and may have been diagnosed or treated for cancer in Utah; or
  - b. Individuals who are residents of Utah and may have diagnosed or treated for cancer in the collaborating registry's area of coverage.
3. The UCR is prohibited from disclosing identifiable cancer case information if:
  - a. The sole source of such information for a cancer case registered in UCR was a cancer registry in another state; and,
  - b. The UCR is bound by an agreement with that cancer registry to not release identifiable cancer case information for such cases.
4. Notwithstanding any language in the Agreement to the contrary, the UCR may disclose identifiable cancer case information to the University of Utah Resource for Genetic and Epidemiologic Research (RGE) in accordance with the UCR's Policies and Procedures for Research Use of Utah Cancer Registry Data: Exchange of Data between Research Resources (<http://ucr.utah.edu/pdf/PandPRequestRegistryDataComplete.pdf>).
5. Recipients of identifiable cancer case information shall protect such information in accordance with the provisions of Title 26, Chapter 3 of the Utah Code and any applicable rules promulgated by the Utah Department of Health.
6. UCR is a governmental entity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to -904, as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by UCR of any protections, rights, or defenses applicable to UCR under the Act, including without limitation, the provisions of section 63G-7-604 regarding limitation of judgments. It is not the intent of UCR to incur by contract any liability for the operations, acts, or omissions of any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of UCR contained in the Agreement are subject to the Act, are limited to the amounts established in section 63G-7-604 of the Act, and are further limited only to claims that arise from the negligent acts or omissions of UCR.

7. Notwithstanding anything to the contrary in the Agreement, UCR shall comply with applicable law when making decisions about use and re-release of information exchanged pursuant to this Agreement.
8. Notwithstanding anything to the contrary in the Agreement, UCR shall provide any necessary notification contemplated by sections 10, 11, and/or 13 of the Agreement as soon as reasonably practicable after gaining knowledge of circumstances giving rise to a duty to notify.
9. For the purposes of this Addendum "Identifiable cancer case information" means any cancer case information that, either from the data disclosed or in combination with other data, identifies the subject of the cancer case information or identifies the individual or organization who reported the cancer case information