

1. PURPOSE. This University of California ("UC") Intercampus Transfer & Use Acknowledgement ("ITUA") is a designated template for UC systemwide use to memorialize the sharing of data and material research assets between UC locations. This ITUA is to facilitate the sharing or transferring of Research Assets between UC locations subject to the terms and conditions herein. This ITUA is not for sharing Assets with non-UC parties, nor for sharing non-UC assets between UC locations.

2. DEFINITIONS.

- a. Research Asset(s) (or Assets): The data or tangible material as described in Attachment 1.
- b. Recipient: The location(s) receiving Asset(s).
- c. Provider: The location(s) providing Asset(s).
- d. Primary Provider/Recipient: The "Primary" designation is solely an administrative label to distinguish the first named locations from any additional locations included in Attachment 2.
- e. Principal Investigator (or PI): The UC employee responsible for oversight of the Asset transfer or use at the participating location.
- f. PHI: Protected Health Information as defined under the Health Insurance Portability and Accountability Act (HIPAA).

3. UC LOCATIONS.

Primary Provider: _____ Primary Recipient: _____

PI: _____ PI: _____

PI Dept.: _____ PI Dept.: _____

☐ If checked, Primary Provider and Primary Recipient intend to reciprocally share Assets, in which case the locations would act as both a Provider and a Recipient.

☐ If checked, more than two locations are parties to this ITUA; additional locations named in Attachment 2.

4. CONDITIONS ON ASSET USE.

a. Universal Conditions:

- i. **No Further Sharing:** Without the prior written consent of the Provider, the Recipient may not disclose, release, or otherwise grant access to the Assets to any third party or other UC location.
- ii. **Unauthorized Use:** Recipient may not use the Research Assets except as authorized under this ITUA. The Assets shall be used solely for the Scope of Use, as described in Attachment 1.
- iii. **Accounting for Disclosures of PHI:** The Recipient must maintain records of any disclosures of PHI as required under 45 CFR § 164.528(a). Such records must include the date, nature of the disclosure, and the entity or individual to whom the PHI was disclosed.

- b. Provider-Specified Conditions.** A Recipient's use of Assets from a Provider is subject to the Provider's conditions detailed in their respective copy of the "Provider-Specified Conditions" document, included as Attachment 1.

5. SIGNATURES. This ITUA is effective upon signature by all participating UC locations' appropriate contracting offices. If more than two locations are involved, Attachment 2 records additional signatures.

PRIMARY PROVIDER

Signature & Date: _____

Name & Title: _____

Office: _____

PRIMARY RECIPIENT

Signature & Date: _____

Name & Title: _____

Office: _____

Attachment 1- Provider-Specified Conditions

One copy of Attachment 1 must be completed and included for **each** UC location providing Assets under this ITUA. This Attachment describes the Assets, their permitted Scope of Use, and other relevant conditions to which the Asset's sharing is subject.

PROVIDER LOCATION: _____

This Attachment 1 **only** applies to the location named above; attach additional copies for additional locations.

A. Description of Assets *(explanation of the shared Assets; attach additional pages as needed)***B. Scope of Use** *(explanation of the permitted use or limits on use of the Assets; attach pages as needed)***C. Duration of Sharing.** The sharing under this Attachment 1 is effective until either:

- ☐ This expiration date (if desired): _____; and/or
☒ Written termination of Attachment 1 by Provider, or by each Recipient on an individual basis.

D. Notification Requirements: In the event of unauthorized use or disclosure of Assets, the offending Recipient must notify the Provider of such within the following timeframe of discovering the offending act by emailing the designated Provider official:

Timeframe: _____

Provider Notice Email: _____

E. Assets Disposition: Upon request by the Provider, or termination or expiration of the ITUA or this Attachment 1, the Recipient must:

- ☐ Return the Assets to the Provider; or
☐ Securely destroy all Assets and copies, and provide written certification of such to Provider.

F. Safeguards: As checked below, a Recipient must implement appropriate administrative, physical, and technical safeguards to protect the Assets:

- ☐ Encryption of research data in transit and at rest.
- ☐ Secure access controls, including password protection and multifactor authentication.
- ☐ Compliance with HIPAA security provisions.
- ☐ Compliance with the California Information Practices Act at Cal. Civ. § 1798-1798.78.
- ☐ Compliance with FERPA at 20 U.S.C. § 1232(g) and 34 C.F.R. § 99.3.
- ☐ Compliance with NIST SP 800-122.
- ☐ Annual security audits to ensure ongoing compliance.
- ☐ Additional or specified Safeguards as explained below.

Additional or Specified Safeguards *(attach additional pages as necessary)*

Attachment 2- Additional Participating UC Locations

The following UC locations are participating under this Acknowledgement in addition to the locations named in Article 3 of the Acknowledgement:

Additional Location 1

Location: _____

Signature & Date: _____

Name & Title: _____

Contracting Office: _____

PI: _____

PI Dept.: _____

Location's Role Is:

Additional Location 3

Location: _____

Signature & Date: _____

Name & Title: _____

Contracting Office: _____

PI: _____

PI Dept.: _____

Location's Role Is:

Additional Location 5

Location: _____

Signature & Date: _____

Name & Title: _____

Contracting Office: _____

PI: _____

PI Dept.: _____

Location's Role Is:

Additional Location 2

Location: _____

Signature & Date: _____

Name & Title: _____

Contracting Office: _____

PI: _____

PI Dept.: _____

Location's Role Is:

Additional Location 4

Location: _____

Signature & Date: _____

Name & Title: _____

Contracting Office: _____

PI: _____

PI Dept.: _____

Location's Role Is:

Additional Location 6

Location: _____

Signature & Date: _____

Name & Title: _____

Contracting Office: _____

PI: _____

PI Dept.: _____

Location's Role Is: