

MEMORANDUM OF UNDERSTANDING

DFW Area COVID-19 Seroprevalence Study Participation

This Memorandum of Understanding (MOU) is between The University of Texas Southwestern Medical Center (**UT Southwestern**), on behalf of the DFW Area COVID-19 Seroprevalence Study Team, located at 5323 Harry Hines Blvd., Dallas, TX 75390 and _____ (**Employer**), located at _____.

Whereas, UT Southwestern and Texas Health Resources have established and implemented the DFW Area COVID-19 Seroprevalence Study ("**Study**"), a program aimed at understanding the true prevalence of COVID-19 infection and distribution of exposure among vulnerable populations;

Whereas, UT Southwestern seeks to partner with various companies in the DFW area for the purpose of offering the opportunity for employees, who have been working in essential positions during the pandemic, to voluntarily participate in the Study;

Whereas, UT Southwestern has identified Employer as a desirable industry partner for participation in the Study; and,

Whereas, Employer desires to participate in the Study for the benefit of its employees and the community, pursuant to the terms set forth in this MOU.

Therefore, UT Southwestern and Employer agree to the following:

I. UT Southwestern responsibilities are as follows:

- A. Collaborate with Employer to identify a random sampling of its employees to offer voluntary participation in the Study;
- B. For those employees who consent to participate in the Study, arrange for the collection of biological data and specimens according to the protocol at:
 - the Employer's designated location(s) on-site or
 - designated Study collection site(s) throughout the DFW area;
- C. Notify Study participants of test results as set forth in the protocol;
- D. At Employer's request, provide individual positive PCR test results for Employer's employees who choose to participate in the Study, subject to permissions being obtained from the employees via an Institutional Review Board (IRB) approved Study consent;
- E. At Employer's request, provide Employer aggregated, de-identified results related to its employees that participated in the Study; and
- F. Only include aggregate results in the publication of data from the Study, with no identification of individual participants.

II. Employer responsibilities are as follows:

- A. Collaborate with UT Southwestern to identify an appropriate random sampling of employees for invitation to voluntarily participate in the Study;
 - B. Notify employees selected by the random sampling of the opportunity to voluntarily participate in the Study. All communications to employees related to the Study will be approved by both the Employer and UT Southwestern prior to dissemination;
 - C. As applicable, provide the appropriate space, utilities (including Wi-Fi), and parking necessary for sample collection on-site at Employer's designated location(s); and
 - D. Use reasonable measures to permit employees to participate in the Study (e.g., time away from work or a schedule adjustment without penalty).
- III. **Use of Name.** No party may use any other party's name, logo, trade names, trademarks or other protected or protectable identifiers in marketing or public relations material without prior written approval of such other party. Such approval shall not be unreasonably withheld. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials regarding UT Southwestern must be directed to UT Southwestern Vice President – Communications, Marketing and Public Affairs. Further, UT Southwestern will not use Employer's name in any Study publications without Employer's consent.
- IV. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including the Health Information technology for Economic and Clinical Health Act and its implementing regulations (collectively "HITECH"), adopted as part of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. 17921-17954, all Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy and security (collectively, "Privacy and Security Laws"). The parties agree to comply with all Privacy and Security Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy and Security Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other (the "Renegotiation Period"), this contract may be terminated by either party upon written notice to the other party.
- V. **Confidentiality.** Employer agrees to hold in confidence any and all Information (defined as all Study documentation disclosed by UT Southwestern) and further agrees not to disclose Information to third parties or use Information for any purpose other than the purposes contemplated by this Agreement, without written permission from UT Southwestern.
- VI. **Term and Termination.** The term of this MOU will begin upon signature by both parties, and will continue for a period of _____ () year(s), unless terminated by either party with thirty (30) days prior written notice.
- VII. **Governing Law and Venue.** This MOU shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Any suit, action or proceeding with respect to this Agreement, or any judgment entered by any court in

respect thereof may be brought in the Courts of the State of Texas, County of Dallas, or in the United States courts located in the State of Texas, and the Parties hereby submit to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding.

In witness whereof, the parties hereby execute this Memorandum of Understanding effective upon the last signature below.

The University of Texas Southwestern
Medical Center

Date _____

Date _____