



Code of Conduct

Biospecimen Access

Last updated: December 18, 2025

This Biospecimen Access Code of Conduct describes the terms of use for [All of Us Research Program](#) (“All of Us”) [biospecimens](#) by approved [Researcher\(s\)](#) and other [Authorized Biospecimen Users](#) (“Authorized Users”).

Terms of Use

As an approved Researcher of All of Us biospecimens, I will:

- Ensure all Authorized Users read and adhere to the terms of this Code of Conduct.
- Provide a detailed description and scientific justification for any changes in my request such as in volume, types, and/or numbers of biospecimens being requested.
- Provide a plain language description of the Research for the benefit of research participants and the scientific community (including scientific rationale of study, specific justification for needing All of Us biospecimens, description of study methods, and information on relevance to health).

As an approved Researcher or other Authorized User of All of Us biospecimens, I will:

- Read and adhere to the All of Us [Core Values](#).
- Follow all laws and regulations regarding research involving human biospecimens, data, and data privacy that are applicable in the area where I am conducting research.
 - In the United States, this includes all applicable federal, state, and local laws.
 - Outside of the United States, other laws will apply.
- Conduct research that follows all [policy requirements](#), including those not expressly mentioned in this document, and conforms to the [ethical principles](#) upheld by All of Us.
- Respect the privacy of research participants at all times.
 - I will **NOT** use or disclose any information that directly identifies one or more participants.
 - If I become aware of any information that directly identifies one or more participants, I will notify All of Us immediately by emailing support@ResearchAllofUs.org.
 - I will **NOT** attempt to re-identify research participants or their relatives.

- If I unintentionally re-identify participants through the process of my work, I will notify *All of Us* immediately by emailing support@ResearchAllofUs.org.
 - If I become aware of any uses or disclosures of *All of Us* biospecimens or data that could endanger the security or privacy of research participants, I will notify *All of Us* immediately by emailing support@ResearchAllofUs.org.
 - I will **NOT** disclose [identifiable, sensitive information](#) about any participant to any individual who is not an Authorized User.
 - This includes in response to a request from law enforcement or during any legal, administrative, or other proceeding.
- Read and comply with *All of Us* policies pertaining to the respectful use of biospecimens and data from individuals or groups who self-identify or are otherwise identified as American Indian and/or Alaska Native.
- Use *All of Us* biospecimens **ONLY** for the purpose of the approved biomedical or health research (the "[Research](#)").
 - I will Obtain approval from *All of Us* before proceeding with changes to the Research purposes or aims.
- Properly manage and handle all received *All of Us* biospecimens.
 - I will **NOT** share, loan, give, sell, or otherwise redistribute *All of Us* biospecimens with anyone outside of my research team, including other approved Researchers of *All of Us* biospecimens, that were not included in the Research protocol.
 - I will destroy residual *All of Us* biospecimens after completion of the Research and provide documentation of this destruction.
 - I will destroy or transfer *All of Us* biospecimens in accordance with *All of Us* policies when Research is aborted.
- Return assay data generated by Research to *All of Us*.
- Promptly inform *All of Us* using the [Misconduct Reporting Form](#) if:
 - Researcher or any Authorized Users (as applicable) have been penalized in the past for one or more instances of [research](#) and/or [professional misconduct](#); or
 - Subsequent to receiving *All of Us* biospecimens, Researcher or any Authorized Users are penalized by another entity for research and/or professional misconduct.
- Declare all conflicts of interest, financial and otherwise.
- Provide honest and timely reporting as required.

As an approved Researcher or other Authorized User of *All of Us* biospecimens, I will:

- **NOT** use *All of Us* biospecimens to establish immortalized cell lines and other derivatives that perpetuate the use of *All of Us* biospecimens beyond the period of the Research.
- **NOT** use *All of Us* biospecimens or data for [marketing](#) purposes.

- **NOT** publish or otherwise distribute any participant-level data.
- **NOT** publish or otherwise distribute any data or aggregate statistics corresponding to fewer than 20 participants unless expressly permitted under the terms of the [All of Us Data and Statistics Dissemination Policy](#).
- **NOT** use *All of Us* biospecimens or data for research that is discriminatory or stigmatizing of individuals, groups, families, or communities in accordance with [All of Us Policy on Stigmatizing Research](#).
 - I will contact the *All of Us* [Resource Access Board \(RAB\)](#) by emailing aouersourceaccess@od.nih.gov for further guidance on this point as needed.
- **NOT** attempt to contact *All of Us* participants without approval from *All of Us*.
- **NOT** use the ALL OF US wordmark or stylized mark in connection with my or any other person's or entity's product(s) or service(s).
- **NOT** adopt, incorporate, use, or seek to register any mark or trade name confusingly similar to or suggestive of the ALL OF US wordmark or stylized mark.

Signature Section

I **(Approved Researcher of *All of Us* Research Program biospecimens)** have personally reviewed this Biospecimen Access Code of Conduct. I agree to follow all terms of use described therein.

By entering my initials next to each statement below, I acknowledge that:

[] I am responsible for ensuring all Authorized Users adhere to the terms of this Code of Conduct.

[] My name, affiliation, profile information, and Research description will be made public. My Research description will be used by *All of Us* to provide the public with meaningful information about the research I conduct with *All of Us* resources.

[] *All of Us* retains the discretion to make decisions at any time about my access, including the provision or revocation thereof, that take into account any research and/or professional misconduct for which I have been penalized in the past or am found to have committed subsequent to becoming an approved Researcher of *All of Us* Biospecimens.

I acknowledge that failure to comply with the requirements outlined in this Biospecimen Access Code of Conduct may result in termination of my access to *All of Us* biospecimens, termination of my *All of Us* Researcher Workbench account, and/or other sanctions, including, but not limited to:

- Posting my name and affiliation on a publicly accessible list of violators, and
- Notifying the National Institutes of Health or other appropriate entities regarding my actions.

I understand that failure to comply with these requirements may also carry financial or legal repercussions. Any misuse of *All of Us* biospecimens is taken very seriously, and other sanctions may be sought.

Authorized User Name

Authorized User Signature

Date

Authorized Biospecimen User

I (Authorized User with access to *All of Us* Research Program biospecimen) have personally reviewed this Biospecimen Access Code of Conduct. I agree to follow all terms of use described therein.

By entering my initials next to each statement below, I acknowledge that:

[] My name, affiliation, profile information, and Research description will be made public. My Research description will be used by *All of Us* to provide the public with meaningful information about the research I conduct with *All of Us* resources.

[] *All of Us* retains the discretion to make decisions at any time about my access, including the provision or revocation thereof, that take into account any research and/or professional misconduct for which I have been penalized in the past or am found to have committed subsequent to becoming an Authorized Biospecimen User with access to *All of Us* participants.

I acknowledge that failure to comply with the requirements outlined in this Biospecimen Access Code of Conduct may result in termination of my access to *All of Us* biospecimen, termination of my *All of Us* Researcher Workbench account, and/or other sanctions, including, but not limited to:

- Posting my name and affiliation on a publicly accessible list of violators, and
- Notifying the National Institutes of Health or other appropriate entities regarding my actions.

I understand that failure to comply with these requirements may also carry financial or legal repercussions. Any misuse of *All of Us* biospecimens is taken very seriously, and other sanctions may be sought.

Authorized Biospecimen User Name

Authorized Biospecimen User Signature

Date

Definitions

- ***All of Us* biospecimens:** Biospecimens from *All of Us* Research Program participants to be shipped from the *All of Us* Biobank to the Researcher to conduct the approved Research.
- ***All of Us* Partnered Research Access Board (PRAB):** The board responsible for recommending which biospecimen access requests should be approved. The PRAB is also responsible for monitoring activity, reviewing potential violations of *All of Us* Biospecimen Access Policy, and recommending appropriate remedial actions.
- ***All of Us* Research Program (*All of Us*):** A national longitudinal research initiative that aims to engage one million or more participants living in the United States. Participants contribute health data and specimens (blood, urine, saliva) to a repository that includes health, behavioral, genomic, and other data. *All of Us* is a key component of the Precision Medicine Initiative, which aspires to leverage advances in genomics and health information technology to accelerate biomedical discoveries.
- ***All of Us* Resource Access Board (RAB):** The board that operationalizes decisions regarding resource access, including data access to biospecimens. Its responsibilities include overseeing registration procedures for new Authorized Data Users, conducting Workspace audits, responding to Authorized Data User inquiries around compliance with the *All of Us* research resources terms of use and policies, and reviewing potential violations of said terms and/or policies.
- **Authorized Biospecimen User (Authorized User):** For the purpose of this Code of Conduct, the Researcher(s) and other individuals who will have approved access to or use of *All of Us* biospecimens in the course of the Research.
- **Identifiable, Sensitive Information:** Information that is about an individual and that is gathered or used during the course of research, and A) through which an individual is identified; or B) for which there is at least a very small risk, as determined by current scientific practices or statistical methods, that some combination of the information, a

request for the information, and other available data sources could be used to deduce the identity of an individual (adapted from [42 U.S.C. § 241\(d\)\(4\)](#)).

- **Marketing:** To make a communication about a product or service that encourages recipients of the communication to purchase or use the product or service ([US 45 CFR §164.501](#)).
- **Professional Misconduct:** Harassment, discrimination, or other inappropriate conduct including but not limited to sexual harassment, racial discrimination, intimidation, bullying, and other unproductive, disruptive, and/or violent behaviors—committed within or in a manner that directly impinges upon the work environment. For more information on supporting a safe and respectful workplace, please find additional resources [here](#).
- **Research:** Research to be conducted in part or in full using *All of Us* biospecimens and that has been reviewed and approved by the *All of Us* [Partnered Research Access Board](#) as documented in the approved study protocol.
- **Researcher:** The individual(s) authorized in the MTA to carry out the approved research using *All of Us* Research Program biospecimens.
- **Research Misconduct:** Fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results ([42 CFR § 93.103](#)), or other instances of academic or scientific misconduct including but not limited to data use violations, data management incidents, institutional policy violations, or legal or regulatory violations pertaining to the conduct of research.