

Material Transfer Agreement (MTA)

Letter of Understanding from Applicant Investigator and Institution to the Repository

Name of Investigator: _____

Name of Institution: _____

Institutional Address: _____

I (the investigator named above) and my institution (named above) hereby apply to be provided materials from the SWAN Repository.

We agree to the following terms:

- 1) We will provide the results of measurements or genetic analyses developed from the materials provided from the Repository in a form that is compatible with the existing database and Repository requirements. These will be provided within six months of publishing any analyses on measurements or genetic markers, or within three years of the end of a funded period, or other agreed upon timeline if these data have not been published.
- 2) We agree and understand that the data generated by Repository applicants may be subsequently provided to SWAN Core Study investigators or other approved applicant investigators following the incorporation of the data into the Repository database.
- 3) We agree not to provide or re-distribute any of the original data or any of the specimen materials from the Repository to anyone who is not or has not been approved to have access to the data or the materials. Furthermore, we agree not to provide the results of any measurements, genetic markers or polymorphisms to other investigators without the expressed knowledge and documented approval of the Repository. This clause does not prohibit publication of work, including reference to the data and materials, but it does prohibit distribution of material to any third party.
- 4) We agree, after the receipt of the data or materials from the Repository, to provide an annual report of our progress and an annual inventory of any unused serum, plasma, DNA or cells that until such time that all data and specimens have been returned to the Repository or depleted. This progress report and inventory will include documentation as to the storage, freeze thaw and utilization history that accompanies any of the samples.
- 5) We agree to forward in an agreed upon and timely manner any unused materials to other Repository-approved investigators or return these materials to the Repository within 60 days as directed by the Repository.
- 6) We agree to acknowledge the SWAN Core Study, the Repository and their support from the National Institutes of Health in any publication or public presentation of the results of work based in the data and the materials from the Repository.
- 7) We agree that this project is not in conflict with the standing Repository informed consent that 1) the investigators will have a local IRB document that addresses the potential need to provide genetic counseling; and 2) there is limited likelihood that the proposed line of investigation will lead to the need for further clinical evaluation and/or genetic counseling in affected SWAN participants. (DNA or genetics data recipients only)

- 8) We agree that these data and the materials from the Repository will be used only in a project with documentation indicating approval by an Institutional Review Board.
- 9) We agree not to attempt to identify, approach, contact or communicate with any participant in the SWAN Core Study for whom data may be accessible through the Repository. We agree that communication with participants must only come through contacting the SWAN Steering Committee, outlining the nature of the communication and then following procedures of the SWAN Core Study.
- 10) We understand that all data and specimens provided to the applicant can be linked by a common ID number. However, we also understand that the data and specimens may have been recoded so as to reduce the likelihood of being able to link with other identifying data in the SWAN databases.
- 11) We agree not to sell, barter or trade any of the data and materials from the Repository without the approval and participation of the Repository Organization, the Repository Organization Advisory Group and the National Institutes of Health.
- 12) We agree that the Repository Organization, the Repository Organization Advisory Group and the National Institutes of Health will be a party to any discussions that potentially lead to patents or the assignment of intellectual property rights that may result from having access to these data and materials.
- 13) We agree to be responsible for the appropriate and ethical use of the data and materials provided to us from the Repository by our collaborators, colleagues and employees.
- 14) This agreement begins with the date it is signed and ends when the data are returned (under paragraph 1). This agreement can only be amended by mutual written agreement of the parties.

Printed name of the Applicant Investigator

Signature of the Applicant Investigator

date

Printed name of the responsible Institutional Official and Title

Signature of the responsible Institutional Official

date

Signature of Repository Organization official

date