National Eye Institute / National Institutes of Health

National Ophthalmic Disease Genotyping and Phenotyping Network: eyeGENE®

Instructions and Guidelines: Requesters of Biomaterials & Phenotypic Information
Version 2: February 15, 2011

1. Plain Language Signatory Guidelines: The Material Transfer Agreement must be signed by an Authorized Institutional Representative of the Recipient

The Material Transfer Agreement (MTA) is a legally binding agreement which will transfer the Material from the eyeGENE® Repository to the Recipient Institution for use by the Recipient's Investigator for the limited purposes stated in the Research Plan. Therefore, the Material Transfer Agreement must be signed by a legal authorized representative of the Recipient Institution. The printed name and title of the authorized representative of the Recipient should be included along with the signature.

In addition to being a Material Transfer Agreement, the MTA represents an assurance to the Provider that the Recipient Institution assumes responsibility and liability for the use of the materials as detailed in the Research Plan, and further, the Recipient and the Recipient's Investigator assure the Provider that the Materials and unmodified derivatives thereof will:

- Be used in compliance with all regulations protecting human subjects.
- Not be commercialized.
- Not be distributed to a third party (that the researcher will not "share" with a colleague) except as specified in the Research Plan.
- Only be used in a properly equipped research laboratory by appropriately trained persons who have received training in the handling of potentially hazardous biomaterials.

These are **legal** commitments by the Institution. If the researcher or end-user (or laboratory technician or other staff) fails to abide by the commitments or misuses the Materials in any way, the Recipient Institution is liable for failure to fulfill the terms of the agreement.

For the reasons described above the Material Transfer Agreement must be signed by an institutional official (president, vice-president, director, dean, granting official) with responsibility for scientific and technological research and development or legal affairs. **This individual is likely to be the person authorized to sign grant applications or contract proposals on behalf of the institution.** It is unlikely that staff of a purchasing department would be authorized to make assurances about the scientific use of biomaterials. Please include a sufficiently relevant "title" used by the signatory on the agreement so that the level and scope of responsibility of this authorized representative is clear and unambiguous (for example: the title of "Dr." or "Professor" does not in itself provide sufficient information about the responsibilities of the signer; the title "Director of Research" or "Deputy Director of Ethics" are examples of sufficiently relevant titles).

2. Requests for additional information

One goal of eyeGENE® is to facilitate research on the discovery of the genetic causes of ocular diseases. This goal may be attained through the collaboration of transdisciplinary clinicians and researches who may work together to enhance discoveries and treatment of ocular diseases. The eyeGENE® Repository database may be a useful a tool in the formation of transdisciplinary teams in that it allows for the original Donor to elect to be recontacted for future clinical trials and it allows the Submitter of Materials to request to be recontacted for collaboration. These selections are recorded in the database on an individual basis for each sample submitted.

The Coordinating Center may facilitate contact between the Recipient and the Submitter upon request by either party. For Material made available by the Repository for which the original Donor has elected to be recontacted for future clinical trials, the eyeGENE® staff may forward the request for additional information to the participants as appropriate and approved by the eyeGENE® Research Access Subcommittee (for non-interventional studies) or the NIH NINDS/NIDCD Institutional Review Board (for interventional studies).

In the event that the Principal Investigator requires additional information about the Material, they may contact eyeGENE® through the Coordinating Center to determine if the original Submitter of the Material is willing to provide additional information. If additional information is available, the Principal Investigator should submit a request for more information by email to the Coordinating Center including contact information and a brief summary of the information requested. The Coordinating Center may relay the message to the original Submitter.

3. Secondary Distribution and Shared Use of DNA Samples

Principal Investigators who intend to request samples that are to be shared should read the statement below and then contact the eyeGENE® Coordinating Center by calling 301-435-3032 before proceeding with their request for Materials. No secondary distribution is permitted except as described with specificity in the Research Plan approved by the eyeGENE® Resource Access Subcommittee.

Genetic research often involves collaborations among several laboratories that share materials toward a common goal. Also, as a result of new genomic technologies, data are often generated by multi-user core facilities. Labs often benefit from using common biological standards for research or clinical purposes. Thus, consistent with the mission to facilitate genetic research, eyeGENE® will permit secondary distribution to accommodate certain situations if it can be established that protection of human subjects and quality control can be assured. Examples of situations in which the issue of secondary distribution or shared use might be raised are described below, along with recommendations and the rationale behind the recommendations.

a. Multi-purpose use

Principal Investigators are prohibited from distributing Material to other institutions or Principal Investigators. Secondary distribution is only permitted when the intended secondary distribution is presented as part of the original project and is described in the originally submitted Statement of Research Intent.

b. Single purpose collaboration
When two or more Principal Investigators at separate institutions initiate a collaborative project to be conducted at different institutions using the same Material, the Principal Investigator at each institution must file an MTA signed by their respective institution. A single Research Plan should be prepared by the Principal Investigator who is coordinating the project, and a copy of the same Research Plan should be included with the MTA Forms submitted by the investigators from each separate institution. The Research Plan should name the collaborating Principal Investigator and the corresponding Institution.

c. Distribution of aliquots or derivatives of samples for use as biological standards
In cases where the eyeGENE® staff, with the advice of the eyeGENE® Project Officer, can reasonably expect that the organization would produce high quality control standards (based on the proposed methods of quality control and the expertise and past experience of the organization), secondary distribution may be permitted. Any material identifiers assigned by eyeGENE® must be removed from the Material before secondary distribution. The secondary distribution of aliquots or unmodified derivatives of samples of eyeGENE® materials for commercial purposes is prohibited under all circumstances. The burden of proof must be on the Requester of the sample from eyeGENE®. Furthermore, samples that are distributed must be accompanied by a disclaimer of eyeGENE® responsibility regarding safety and quality.

4. NEI Policy concerning research materials distributed from the eyeGENE® Repository

The eyeGENE® Network provides biomaterial as a service to the research community. The goals and outcomes of the eyeGENE® Network are to:

- Facilitate research on the discovery of the genetic causes of ocular diseases
- Provide accurate diagnostic genotyping to patients with inherited eye diseases
- Develop public and professional awareness of genotype / phenotype resources for people with inherited diseases that affect the visual system, their clinicians and for scientists studying these diseases
- Identify and engage broad patient populations in therapeutic clinical trials designed to diagnose, prevent and treat genetic eye diseases
- Allow for the analysis of larger datasets necessary to identify novel genetic risk factors for ocular diseases
- Refine / standardize clinical phenotypic descriptors, especially for complex ocular diseases
- Develop and validate cutting-edge genomic technologies and resources for the diagnosis of inherited ocular diseases
- Develop a shared database of genotype / phenotype information
- Provide a repository of DNA coupled to de-identified phenotypic information for researchers

It is the intent of the NEI eyeGENE® Network to promote the dissemination of analyses of eyeGENE® Material as widely as possible. To further this goal, the Recipient is strongly encouraged to publish his/her results in peer-reviewed journals. If the Recipient does publish his/her results in a peer-reviewed journal, the Recipient agrees to mention the eyeGENE® Repository as the source of his/her Material. An example of language that may be used is the following: "The DNA samples used for the analyses described in this manuscript were obtained from the National Eye Institute – National Ophthalmic Genotyping and Phenotyping Network (eyeGENE® - Protocol 06-EI-0236), which has been funded in part from the National Institutes of Health/National Eye Institute, under Contract No. HHS-N-260-2007-00001-C. We would like to thank the eyeGENE® participants and the eyeGENE® Research Group for their valuable contribution to this research."

The NEI recognizes the importance of the later development of Intellectual Property on downstream discoveries, especially in therapeutics, which will be necessary to support full investment in products that the public needs. As such, there is no restriction on development of commercial products resulting from the knowledge gained from studies using Network DNA samples. However, in order for the Network to achieve maximum public benefit, the NEI urges the Recipient and his/her institution to adhere to the Intellectual Property (IP) policy outlined below:

- Genetic data and conclusions derived there from should remain freely available, without requirement for licensing, for applications such as, but not necessarily limited to, the following: the use of markers in developing assays or diagnostic tools; the use of combinations of markers in multiplex assays; and the use of markers as guides toward identification of new drug targets.

- The NEI requires that additional genotype / phenotype data generated using eyeGENE® DNA samples be provided to both the eyeGENE® Coordinating Center and the database of Genotype and Phenotype (dbGaP) for inclusion with other genetic data at the time that any article using these data is published (http://www.ncbi.nlm.nih.gov/sites/entrez?db=gap).

- The NEI encourages licensing practices consistent with the recommendations cited in NIH's Best Practices for the Licensing of Genomic Inventions (http://www.ott.nih.gov/policy/genomic_invention.html), NIH Sharing Policy (http://grants.nih.gov/grants/sharing.htm) and in the NIH Research Tools Policy (http://ott.od.nih.gov/policy/research_tool.html).

National Eye Institute / National Institutes of Health

National Ophthalmic Disease Genotyping and Phenotyping Network: eyeGENE®

Material Transfer Agreement
For Access to Biomaterials and/or Data

Version 3 Updated 06-05-2014

This Material Transfer Agreement (MTA) is between the National Eye Institute ("NEI" or "Provider"), part of the National Institutes of Health ("NIH"), a component of the Department of Health and Human Services ("DHHS"), and _____("Recipient"), located at _____, for outgoing transfers of human material and for access to data (collectively, "Human Material"), from the eyeGENE® Repository ("Repository") for research purposes. This MTA will become effective on the date of the last signature hereto ("Effective Date").

Recipient Investigator ("Investigator"):

_____

The Recipient and the Provider agree as follows:

1. ***Human Material***

The Provider will transfer to the Recipient the following material:

_____,

and/or will transfer or provide access to the following data

_____ (collectively "Human Material").

2. ***De-identification***

The Recipient will not receive any Identifiable Private Information (IPI) as defined in 45 CFR 46. Instead, only de-identified Human Material, with a code for research purposes that is available only to the NIH Provider, will be supplied. In the event that Recipient receives IPI in error, Recipient agrees to:

(a) Maintain any accidentally transferred IPI in a secure manner that restricts access to any individual not involved in the Research Project [e.g., for paper records – locked

file cabinets or continual physical presence in a room that locks or for electronic records – encryption and password protection];

(b) Notify the Provider of any incorrectly transferred IPI;

(c) Destroy or return the IPI at the earliest time at which removal or destruction can be accomplished subject to any instructions from the Provider, and send confirmation of the destruction or return to the Provider.

(d) Make no further use or disclosure of the IPI, except as required by law.

3. ***Research Use***

Recipient will only use the Human Material for the Research Project that is described in the attached eyeGENE® Resource Access Application (SF424) for [***Insert name or number, as needed, to identify***], which is incorporated into and made a part of this MTA. Recipient will not use the Human Material for any commercial purposes, including selling, commercial screening, or transferring Human Material to a third party for commercial purposes. Recipient AGREES THAT THIS HUMAN MATERIAL MAY NOT BE USED IN HUMANS OR FOR ANY DIAGNOSTIC, PROGNOSTIC, OR TREATMENT PURPOSES. The Recipient will comply with all laws, rules and regulations applicable to the handling and use of the Human Material.

The Recipient will allow the use of Human Materials only by Investigator and Investigator's research team that are under the direct supervision of Investigator and only after they have been informed of and agreed to the provisions and restrictions stated herein. The Investigator will share this document with any research staff that may use the Human Material. Any transfer of Human Material to other than Investigator's research team requires the advanced written approval of the Provider, except as required by law.

4. ***Non-identification***

The Recipient will not contact or make any effort to identify individuals who are or may be the sources of the Human Material, without specific written approval from the Provider. For Human Material made available by the Repository for which participants may be re-contacted for future research, the Investigator may request additional information about the Human Material. The Recipient agrees that if Recipient requires additional information about the Human Material, it will contact the Provider to request the additional information.

5. ***Federal Wide Assurance (FWA) and Human Subjects Review***

Recipient is covered by a Federal Wide Assurance (FWA) issued by the United States Department of Health and Human Services (HHS) Office of Human Research Protections, and Investigator will comply with all applicable federal and state laws for the use of this data, which may include 45 C.F.R. Part 46.

6. ***Non-transferability and Change of Institution***

The Investigator acknowledges that he/she will only use the Human Material while associated with the Recipient institution. Investigator will not use the Human Material at any other institution. If the Investigator moves to a new institution, the Human Material will not be transferred from the Recipient institution until an updated MTA naming the new institution obtained.

7. ***Research Use Reporting***

Investigator will provide a brief Progress Report summarizing the progress of the research specified in the data access request after one year, and annually thereafter until completion of the research or termination of this MTA. The progress report is submitted in accordance with OMB#0925-0001 (Research and Research Training Grant Applications and Related Forms) and will include a brief update on the research, including the potential significance of any findings and plans for future research; any resulting scientific presentations with the name, bibliographic citation (if any) and submission date; any publications resulting from the use of data from the eyeGENE® Repository with the title, authors, bibliographic citation, and submission date of the publication; any breaches in data security (for example, accidental data distribution beyond approved users); and a brief description of any non-proprietary downstream intellectual property generated or intended to be generated as a result of using this data.

8. ***Confidential Information***

All Confidential Information that is transferred between Provider and Recipient is subject to the following:

All information to be deemed confidential under this MTA shall be clearly marked "CONFIDENTIAL" by the disclosing Party and maintained in confidence by the Recipient for a period of three (3) years from the Recipient's receipt of the Confidential Information. Any Confidential Information that is orally disclosed must be reduced to writing and marked "CONFIDENTIAL" by the disclosing Party and such notice must be provided to the receiving Party within thirty (30) days of the oral disclosure.

For the purposes of this MTA, Confidential Information includes any scientific or business data relating to the Human Material that a Party asserts are confidential and proprietary, except for data that:

a. have been published or otherwise publicly available at the time of disclosure to the receiving Party; or

b. were in the possession of or were readily available to the receiving Party without being subject to a confidentiality obligation from another source prior to the disclosure; or

c. have become publicly known, by publication or otherwise, not due to any unauthorized act of the receiving Party; or

d. the receiving Party can demonstrate it developed independently, or acquired without reference to, or reliance upon, such Confidential Information; or

e. are required to be disclosed by law, regulation, or court order.

9. ***Publication and Acknowledgement of eyeGENE®***

The Investigator will acknowledge eyeGENE® in all oral and written presentations, disclosures, and publications resulting from any analyses of Human Material. An example of a possible acknowledgment is:

> "The DNA samples used for the analyses described in this manuscript were obtained from the National Eye Institute – National Ophthalmic Genotyping and Phenotyping Network (eyeGENE® - Protocol 06-EI-0236 which has been funded in part from the National Institutes of Health/National Eye Institute, under Contract No. HHS-N-260-2007-00001-C. We would like to thank the eyeGENE® participants and the eyeGENE® Research Group for their valuable contribution to this research."

10. ***Fitness for Use***

The Human Material is provided as a service to the research community. IT IS BEING SUPPLIED TO THE Recipient WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Provider makes no representations that the use of the Human Material will not infringe any patent or proprietary rights of third parties.

11. ***Indemnification***

No indemnification for any loss, claim, damage, or liability is intended or provided by either Party under this MTA. Each Party shall be liable for any loss, claim, damage, or liability that said Party incurs as a result of said Party's activities under this MTA, except that the Provider, as an agency of the United States, may be liable only to the extent provided under the Federal Tort Claims Act (28 U.S.C. Chapter 171). No indemnification for third party claims is intended or implied by either Party.

12. ***Public Posting of Investigator Information and Privacy Act Notification***

Investigator understands that information about the research use may be posted on a public website that describes the projects of approved users of the Repository. The information may include Investigator's name, institution or organization, project name, a description of the research objectives, design and analysis plan, and a non-technical summary of the planned research. Investigator agrees to provide the information requested herein and on the attached SF 424. Investigator agrees that information collected from him or her as part of this Agreement and SF 424 may be made public in part or in whole for tracking and reporting purposes. This Privacy Act Notification is provided pursuant to Public Law 93-579, Privacy Act of 1974, 5 U.S.C. Section 552a. Authority for the collection of the information requested below from the recipient comes from the authorities regarding the establishment of the National Institutes of Health, its general authority to conduct and fund research and to provide training assistance, and its general authority to maintain records in connection with these and its other functions (42

U.S.C. 203, 241, 289l-1 and 44 U.S.C. 3101), and Section 301 and 493 of the Public Health Service Act. These records will be maintained in accordance with the Privacy Act System of Record Notice 09-25-0156 (http://oma.od.nih.gov/ms/privacy/pa-files/0156.htm) covering "Records of Participants in Programs and Respondents in Surveys Used to Evaluate Programs of the Public Health Service, HHS/PHS/NIH/OD." The primary uses of this information are to document, track, and monitor and evaluate use of the eyeGENE® Repository, as well as to notify recipients of updates, corrections or other changes to the database. Investigator understands that he or she may have my contact information updated or removed from the system by making this request through the website.

Investigator understands that the Federal Privacy Act protects the confidentiality of his or her NIH records. The NIH and any sites they designate to distribute the eyeGENE® Repository data will use the data collected from recipients for the purposes described above. In addition, the Act allows the release of some information in his or her records without his or her permission; for example, if it is required by members of Congress or other authorized individuals. Investigator understands that the information requested is voluntary, but necessary for him or her to obtain access to data.

13. ***Termination***

This Agreement will expire three (3) years from the date of execution, unless extended in writing by both Parties. Either Party can terminate this MTA without cause with thirty (30) days written notice to the other Party, except, in the case of breach by Recipient, Provider can terminate the Agreement immediately. Upon expiration or early termination of this Agreement, any remaining Human Materials will be destroyed or returned to Provider. When the Research Project is completed or this MTA is terminated, whichever comes first, any unused Human Material retained by the Recipient, in compliance with all applicable statutes and regulations, will be either destroyed or returned to the Provider, as requested by the Provider.

14. ***Applicable Law***

This MTA shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

Signatures

By signing and dating this MTA and SF 424, Recipient and Institutional Signing Official certify our agreement to the NIH principles, policies and procedures for the use of NIH eyeGENE® Repository dataset(s) as described in this document. We further acknowledge that we have shared this document and the NIH policies and procedures with any research staff who will use the eyeGENE® Repository dataset(s) and other appropriate institutional staff and officials.

Any communication or notice to be given shall be forwarded in writing to the respective addresses listed below.

For the Recipient:

Name of Recipient Institution: _____

Recipient's Authorized Representative (See Instructions and Guidelines for Requesters)
Name (typed or printed): _____

Title of Institutional Official: _____

Signature of Institutional Official: _____

Date: _____

Investigator (typed or printed): _____

Signature: _____

For the Provider:

_____ Date: _____
Belinda Seto, Ph.D., Deputy Director, National Eye Institute

_____ Date: _____
Matthew McMahon, Ph.D., Technology Development Coordinator, NEI

_____ Date: _____
Hemin Chin, Ph.D., Chairman of the eyeGENE® Repository Data/Resource Access Committee, NEI

To contact the eyeGENE® Network:
Write: Building 10, Room 10N226, 10 Center Drive, MSC 1860 National Eye Institute, NIH, Bethesda, MD 20892-1860
Call: 301-435-3032; OR **Fax**: 301-480-3787
E-mail: neieyegeneinfo@nei.nih.gov