Hypertension Genetic Epidemiology Network (HyperGEN)

HyperGEN Data Sharing Agreement (HyperGEN DSA)
for Ancillary Studies

The undersigned parties hereby enter into this Agreement as of the date specified on the final page hereof.

PRELIMINARY STATEMENT

The Family Blood Pressure Program (FBPP), sponsored by the National Heart, Lung, and Blood Institute (NHLBI), consists of four Networks: GenNet, GENOA, HyperGEN, and SAPPHiRE. Each Network collected biological materials and clinical data from individuals participating in their respective Networks. There are separate agreements within each Network for requesting clinical data and for requesting biological materials.

This “HyperGEN Data Sharing Agreement” (HyperGEN DSA) must be completed for requesting access to the HyperGEN database (a separate “HyperGEN Biological Materials Transfer Agreement” must be completed for requesting biological materials). The phenotypically and genetically well-characterized HyperGEN population represents a valuable scientific resource. Optimizing the informativeness and use of this resource on a scale commensurate with its importance will require a large and concerted effort, which may exceed the research capacity of currently available HyperGEN investigators. The investigators recognize their responsibility to the public in general, and to the scientific community in particular, to encourage rapid scientific progress by using these resources, subject to appropriate terms and conditions.

Clinical data collected by the HyperGEN study have been stripped of all personal identifiers, but the familial nature and the geographic specificity of the sites at which the study subjects were drawn requires vigilant efforts to avoid the inadvertent or deliberate individual identification of some subjects. To protect the confidentiality and privacy of these participants and their families, investigators granted access to these data must adhere to the requirements of this HyperGEN DSA. Failure to comply with this Agreement can result in denial of further access to data from HyperGEN. Violation of the confidentiality requirements of this agreement is considered a breach of confidentiality and may leave requesting investigators liable to legal action on the part of HyperGEN participants and their families, or the universities collaborating in the HyperGEN, or the U.S. Government.

The HyperGEN investigators have made a substantial and long-term contribution in establishing and maintaining a database of high quality. The investigators encourage appropriate collaborative relationships of outside investigators with the HyperGEN study, and to ensure that the contribution of the HyperGEN investigators is appropriately acknowledged. The HyperGEN study further seeks to
promote the development of valuable discoveries and inventions beneficial to the public health based upon use of the HyperGEN repository of valuable data.

The HyperGEN Network of the FBPP has designated Washington University in St. Louis as the Data Coordinating Center for the HyperGEN study. Washington University is authorized by the HyperGEN study to warehouse HyperGEN data and to distribute HyperGEN data such as clinical data and genetic analysis data, on the HyperGEN’s behalf.

The HyperGEN study agrees to provide clinical data and/or genetic analysis data (Collectively “HyperGEN Data”) as described below in paragraphs 2 and 3 to (the Recipient Institution/Entity named below) _______________________________________________, a [non-profit] OR [for-profit] corporation organized under the laws of the State of ____________ with a principal address at ___________________________ (“Recipient”) on behalf of it’s investigator __________________________ (“Recipient Investigator”), subject to the terms and conditions set forth in this HyperGEN DSA (“Agreement”). Recipient hereby requests access to the HyperGEN Data at its sole risk and at no expense to the HyperGEN study or any of the universities collaborating in the HyperGEN study (“HyperGEN Collaborative Institutions”) or the NHLBI.

AGREED TERMS AND CONDITIONS

By requesting HyperGEN Data, the Recipient agrees to the following terms and conditions. These terms and conditions are subject to change without advance notice. All Recipient Investigators and Recipients affected by such changes will be notified of these changes in writing.

It is mutually agreed as follows:

1. Terms used throughout this document are defined as follows:

“HyperGEN Investigators” refers to the HyperGEN Collaborative Institution’s investigators who are participating in the HyperGEN study.

“Research Team” is a group of individuals working with the same PI and using the same resources.

"Clinical Data" refers to data, and associated records, collected and recorded from HyperGEN subjects through periodic examinations and follow-up contacts conducted in HyperGEN;

"Genetic Analysis Data" refers collectively to "Molecular Genetic Data" and "Linkage Analysis Data" as these terms are defined below;

"Molecular Genetic Data" consists of data derived from the analyses of DNA samples contained in Biological Materials including, but not limited to, genotyping analysis, anonymous marker polymorphisms, single nucleotide polymorphisms, DNA sequence information, mutation analysis and
other genetic analyses.

"Linkage Analysis Data" consists of data derived from statistical analyses linking Molecular Genetic Data with Clinical Data including, but not limited to, genetic linkage analysis, transmission disequilibrium analysis, haplotype relative risk analysis, and other statistical genetic techniques.

2. Clinical Data. The HyperGEN study agrees to provide Recipient with Clinical Data described as follows:

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

3. Genetic Analysis Data. The HyperGEN study agrees to provide Recipient with Genetic Analysis Data, if available, described as follows:

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

The HyperGEN study will provide Recipient with the name and address of any and all other Investigator(s) who generated such "Genetic Analysis Data."

4. Research Project.

4.1 The HyperGEN Data will be used by the Recipient Investigator solely in connection with the following research project ("Research Project"), specifically described below or in an attached Exhibit:

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

4.2 The Recipient’s Research Project must involve HyperGEN Investigator(s) as co-Investigator(s). Please name the HyperGEN co-Investigator(s) involved with this project (if you know of any; if not, the HyperGEN will assign one or more co-Investigators):

__________________________________________________________________________________
__________________________________________________________________________________

and the work they will perform is described below or in an attached Exhibit:

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
4.3 This Agreement covers only the above-described Research Project. Recipient must complete and submit a separate Agreement (this document) for each Research Project for which HyperGEN Data is requested.

5. **Non-transferability.** The rights conferred by this agreement are not transferable. The HyperGEN Data received is not to be transferred to others who are not members of the Recipient’s immediate Research Team. Recipient agrees that substantive changes made to the Research Project described in this Agreement, and/or appointment by the Recipient of another Recipient Investigator to complete the Research Project, require execution of a new agreement in which the new Recipient Investigator and/or new Research Project are designated.

6. **Publication.** Publication of the results of the Research Project is encouraged. Recipient agrees to provide a copy of any abstract ten (10) days in advance of submission for publication and any manuscript thirty (30) days in advance of submission for publication to the HyperGEN Data Coordinating Center ([hypergen-dcc@wubios.wustl.edu](mailto:hypergen-dcc@wubios.wustl.edu)) and the FBPP Public Data Center ([biostat-fbpp-pdc@email.wustl.edu](mailto:biostat-fbpp-pdc@email.wustl.edu)), in order to permit review and comment, and ensure compliance with the confidentiality requirements of this Agreement.

7. **Acknowledgments.** Recipient agrees to acknowledge the contribution of HyperGEN Investigators in any and all oral and written presentations, disclosures, and publications resulting from any and all analyses of the HyperGEN Data.

7.1 **Collaborations/Acknowledgments.** Recipient will acknowledge the HyperGEN co-Investigators as co-authors, as appropriate, on any publication. In addition, the Recipient will use the following acknowledgment:

"HyperGEN is supported by the National Heart, Lung, and Blood Institute (NHLBI). This manuscript has been reviewed by HyperGEN investigators for scientific content and consistency of data interpretation with previous HyperGEN publications and significant comments have been incorporated prior to submission for publication."

7.2 **Other Publications/Acknowledgments.** If any publication does not involve a HyperGEN co-Investigator(s) as a co-author, then the manuscripts, upon submission pursuant to paragraph 6 above, will be reviewed by HyperGEN Investigators for scientific content and consistency of data interpretation with previous HyperGEN publications. If Recipient agrees to incorporate significant comments from the review, Recipient will use the acknowledgment printed below paragraph 7.1.

If Recipient does not agree to incorporate significant comments from the review, Recipient will use the following acknowledgment:

"The HyperGEN is supported by the National Heart, Lung, and Blood Institute (NHLBI). This manuscript was not prepared in collaboration with investigators of the HyperGEN and does not
necessarily reflect the opinions or views of the HyperGEN, the NHLBI, or the institutions participating in the HyperGEN."

7.3 Acknowledgments/Genetic Analysis Data. If Genetic Analysis Data are received, the Recipient agrees to acknowledge the contribution of HyperGEN Investigators and/or the investigator(s) who derived such data in any and all oral and written presentations, disclosures, and publications resulting from any and all analyses of such Genetic Analysis Data.

8. Non-identification. The HyperGEN Data being provided has been de-identified as defined by The Health Insurance Portability and Accountability Act (HIPAA). Recipient agrees that the HyperGEN Data will not be used, either alone or in conjunction with any other information in any effort whatsoever to establish the individual identities of any of the study participants from whom the HyperGEN Data were obtained. Recipient agrees to comply with all requirements of HIPAA at 45 CFR Parts 160 and 165.

9. HyperGEN Rights are Unconditional. The Recipient recognizes and acknowledges the unconditional rights the HyperGEN Investigators and their collaborators have to the HyperGEN Data. In particular, the Recipient acknowledges that they are prohibited from obtaining a patent on any variation of the HyperGEN Data in whole or in part, in a manner that will in turn prohibit or limit the access of the HyperGEN Investigators and their collaborators to the HyperGEN Data.

10. Use Limited to Research Project. Recipient agrees that the HyperGEN Data will not be used in any experiments or procedures that are not disclosed and approved as part of the Research Project.

11. Compliance with Subjects' Informed Consent. Recipient agrees that the HyperGEN Data will not be used for any purpose contrary to the subjects' applicable signed informed consent document(s). It is the responsibility of the Recipient Investigator to consult with the HyperGEN investigators to ascertain, specifically and in detail, the terms and conditions of applicable HyperGEN informed consent documents. Recipient shall be responsible for advancing sufficient funds to cover the costs, or its cost-share, of having the HyperGEN Investigators obtain re-consent documents from their subjects, if determined to be necessary for Recipient’s use of the HyperGEN Data.

12. No Distribution, Avoidance of Waste, Return of Data. Recipient agrees to retain control over HyperGEN Data, and further agrees not to transfer HyperGEN Data, with or without charge, to any other entity or any individual. When the Research Project is completed, or three (3) years have elapsed from the effective date of this Agreement, whichever occurs first, the HyperGEN Data will be either returned to the HyperGEN Data Coordinating Center (hypergen-dcc@wubios.wustl.edu), or disposed of as mutually agreed upon by HyperGEN Investigators and Recipient, including deleting all such data from files subject to provision 13 below, unless an extension of this Agreement is obtained. The final disposition must be confirmed in writing to the HyperGEN Data Coordinating Center (hypergen-dcc@wubios.wustl.edu).
13. Recipient's Resulting Genetic Analysis Data to be Provided to HyperGEN Investigators.

13.1 The Recipient agrees to provide the HyperGEN Data Coordinating Center (hyperGEN-dcc@wubios.wustl.edu) with a report advising the results of the Research Project every twelve (12) months during the term of this agreement.

13.2 The Recipient further agrees to provide new data and newly developed derived variables (collectively “Recipient Data”) to the HyperGEN Data Coordinating Center (hyperGEN-dcc@wubios.wustl.edu) within one year after generation and quality control.

13.3 Such report will cover all Genetic Analysis Data derived by Recipient since the previous reporting date. In addition, any Molecular Genetic Data derived by the Recipient during the twelve months prior to the reporting date shall be electronically transmitted to the HyperGEN Data Coordinating Center (hypergen-dcc@wubios.wustl.edu) with each annual report.

13.4 The Recipient agrees that the HyperGEN study may distribute all Recipient Data it receives from the Recipient to qualified scientific investigators requesting access through established procedures and completing a signed agreement comparable to this Agreement.

13.5 The Recipient will provide Genetic Analysis Data, indexed by the HyperGEN subject ID number in the precise electronic format specified by HyperGEN. When genotyping has been conducted, DNA marker names and allele sizes in numbers of base pairs or detailed polymorphism descriptions will be provided for each individual subject as indexed by the HyperGEN subject ID number; descriptive information about each typed marker that includes marker name, allele sizes in numbers of base pairs and corresponding frequencies, relative distances in megabases and in centimorgans, marker heterozygosity, and the source of information used to determine map location, sequence data, SNP primers, conditions, and probes will also be provided.

13.6 The Recipient also agrees to submit to the HyperGEN study all Recipient Data relevant to the establishment of paternity at the time such determinations are made.

14. No Warranties/Limitation of Liability. NO WARRANTIES, EXPRESS OR IMPLIED, ARE OFFERED AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE HYPERGEN DATA PROVIDED TO RECIPIENT UNDER THIS AGREEMENT, OR THAT THE HYPERGEN DATA MAY BE EXPLOITED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTIES.

15. Non-Endorsement. Recipient agrees not to claim, infer, or imply endorsement by the United States Government, the NHLBI, the HyperGEN study, HyperGEN Investigators or the HyperGEN Collaborative Institutions, of the Research Project, the entity, or personnel conducting the Research Project or any resulting commercial product(s).

16. Indemnification. When Recipient is a State Institution: The Recipient agrees to be responsible for any claims, costs, damages, or expenses resulting from any injury (including death), damage or loss that may arise solely from the receipt, handling, storage and use of the HyperGEN Data to the extent permitted under the laws of the Recipient’s state. The undersigned warrant that they have authority to execute this agreement on behalf of the Recipient.
When Recipient is a U.S. Government Agency: The US Government assumes all risks and responsibilities in connection with the receipt, handling, storage and use of the HyperGEN Data. The United States assumes liability for any claims, damages, injury or expense arising from the use of the HyperGEN Data, but only to the extent provided under the Federal Tort Claims Act (28 U.S.C. Chap. 171).

All other Recipients: The Recipient agrees to assume all risks and responsibility in connection with the receipt, handling, storage and use of the HyperGEN Data. It further agrees to indemnify and hold harmless the United States Government, the NHLBI, the HyperGEN study, HyperGEN Investigators and the HyperGEN Collaborative Institutions from any claims costs, damages or expenses resulting from Recipient’s use of the HyperGEN Data. The undersigned warrant that they have authority to execute this agreement on behalf of the Recipient.

17. **Accuracy of Data.** Recipient agrees that the United States Government, the NHLBI, the HyperGEN study, and the HyperGEN Collaborative Institutions are not responsible for the accuracy of HyperGEN Data provided by other Recipients.

18. **Recipient's Compliance with IRB Requirements.** Recipient acknowledges that the conditions for use of the HyperGEN Data has been approved by the Recipient's Institutional Review Board (IRB) in accordance with Department of Health and Human Services regulations at 45 CFR Part 46. A copy of the up-to-date IRB approval must be provided to the HyperGEN Data Coordinating Center. Recipient agrees to comply fully with all such conditions and with the subjects' informed consent documents, on record with the HyperGEN study. It is intended that the Recipient's agreements herein shall inure to the benefit of the research subjects, as well as to the parties to this Agreement. Recipient agrees to report promptly to the HyperGEN Data Coordinating Center (hypergen-dcc@wubios.wustl.edu) any proposed change in the Research Project and any unanticipated problems involving risks to subjects or others. Recipient remains subject to applicable State and local laws and regulations and institutional policies which provide additional protections for human subjects.

19. **Conflict of Interest.** The Recipient Investigator agrees to promptly disclose direct and indirect conflicts of interest, such as affiliation(s) with any organization with an explicit or indirect financial interest in the subject matter of the proposed research employing the HyperGEN Data. Examples of (but not limited to) such affiliations are employment consultancies, expert testimony, honoraria, stock, or retainers that may affect the work being considered.

20. **Amendments.** Amendments to this Agreement must be made in writing and signed by authorized representatives of both parties.

21. **Termination.** This agreement shall terminate upon completion of the Research Project. In addition, the HyperGEN study may terminate this Agreement if Recipient is in default of any condition of this Agreement and such default has not been remedied within 30 days after the date of written notice by
the HyperGEN study of such default. Upon termination of this Agreement, Recipient agrees to return all HyperGEN Data to the HyperGEN Data Coordinating Center within 30 days.

22. Disqualification, Enforcement. Failure to comply with any of the terms specified herein may result in disqualification of Recipient from receiving additional HyperGEN Data from the HyperGEN study. The HyperGEN shall have the right to institute and prosecute any proceeding at law or in equity against the Recipient for violating or threatening to violate the confidentiality requirements of this agreement, the limitations on the use of the HyperGEN Data, or both. Proceedings may be initiated against the violating party, its legal representatives, and assigns, for a restraining injunction, compensatory and punitive damages, mandamus, and/or any other proceeding in law or equity, including obtaining the proceeds from any intellectual property or other rights that are derived in whole or in part from the breach of the confidentiality requirements or use limitations of this agreement. In addition, Recipient acknowledges and agrees that a breach or threatened breach of the confidentiality requirements or use limitations of this agreement may subject the Recipient to legal action on the part of HyperGEN participants and their families, or the HyperGEN Collaborative Institutions participating in the HyperGEN.

23. Accurate Representations. Recipient expressly certifies that the contents of any statements made or reflected in this document are truthful and accurate.

24. Prior Sharing Agreements. The following two paragraphs apply only to Recipients that have entered into a previous Agreement:

24.1. Execution of this Agreement is contingent upon Recipient's compliance with all terms and conditions of existing Agreements with the HyperGEN study.

24.2. If Recipient has executed a previous Agreement, the effective date of such previous Agreement was more than twelve (12) months before the time of the current request for HyperGEN Data, and Recipient has not provided to the HyperGEN study the Recipient Data derived from any HyperGEN Data previously received from the HyperGEN study, Recipient agrees that providing the HyperGEN study with such Recipient Data is a precondition for consideration of the current Agreement.

This Agreement is entered into as of:

___________________________ (effective date)

Recipient Investigator's Name and Title: ______________________________________________

After completion, print this form and continue to the signature page. Submit both forms to the HyperGEN Study Center.