



## Cardiovascular Health Study Data and Materials Distribution Agreement

The undersigned parties hereby enter into this Data and Materials Distribution Agreement (DMDA) on the date the last party hereto signs the SIGNATURE PAGE below (the “Effective Date”).

### INTRODUCTION

The **Cardiovascular Health Study (CHS)** is described at <https://chs-nhlbi.org/>.

To protect the confidentiality and privacy of **CHS** participants and their families, investigators granted access to **Data** and **Materials** must adhere to the requirements of this DMDA. Failure to comply with this DMDA could result in its termination, denial of further access to **CHS** or other National Heart, Lung, and Blood Institute (NHLBI) resources, and may leave violators subject to legal action on the part of **CHS** participants, their families, or actions brought by the United States of America (U.S. Government).

The undersigned parties entering into this DMDA include: the **Recipient** (defined in the next section), the NHLBI, and the Coordinating Center for the **CHS**, on behalf of the **CHS** and under the direction of the **CHS** Steering Committee.

### DEFINITIONS

For purposes of this DMDA,

“**Data**” refers to any and all study information, records, statistics, facts, figures, and numbers, including without limitation to, laboratory, examination, and questionnaire results, and **Genetic Analysis Data**, images (e.g., without limitation to computed tomography scans, MRI scans), or primary signal data (e.g., ECG, spirometry tracings, polysomnography, accelerometry) and associated records either obtained directly from **CHS** participants or obtained from third parties as authorized by the participants pursuant to the contracts with the NHLBI, as well as those provided to the **CHS** by ancillary studies.

“**Genetic Analysis Data**” refers to any and all information derived from genetic material and any and all **data** derived therefrom including statistical analyses linking **data** from genetic materials with other study **data**.

“**Materials**” refers to biological samples including without limitation to: urine, blood (or any part thereof), tissues, or extracted DNA from said biological samples pursuant to the contracts with the NHLBI, as well as biological samples provided to the **CHS** by ancillary studies.

“**Recipient**” refers to the institution or other entity receiving access to the **CHS Data** and/or **Materials** requested for the **Research Project** identified in section 3 below as described in the attached research application.

“**Recipient’s Principal Investigator (PI)**” refers to the **Research Project** director for the **Recipient**.

“**Research Project**” refers to the project described in the attached research application.

“**Resultant Data**” refers to analyze **Data** derived in whole or in part by **Recipient** from **Data** and/or **Materials** provided under this DMDA.



“**CHS Study Investigator**” is a research investigator who works with the **CHS** either as an employee of the NHLBI or through a current and active award (including contracts, grants, or other transactions) or consulting agreement with the NHLBI or one of its contractors.

## TERMS AND CONDITIONS

The Parties hereto agree as follows:

**1. Materials.** **CHS** and NHLBI agree to transfer to **Recipient** the **Materials** described below, including the types of samples, amount, and concentration per sample (when applicable), the number of individuals from whom samples are to be provided, and whether samples are nonrenewable or from a renewable resource (e.g., DNA from immortalized cell lines) for use by the **Recipient’s PI** to conduct the **Research Project** as summarized in section 3 below.

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**2. Data.** **CHS** agrees to provide **Recipient** with **Data** described as follows:

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**CHS** will provide **Recipient** with the name and contact information of **Study Investigators** and all other investigator(s) who generated such **Data**.

### 3. Research Project.

**3.1** These **Materials** and **Data** will be used by **Recipient's PI** solely for use in conducting the **Research Project**, as named and described in the attached research application (insert **Research Project** name below):

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**3.2** If any aspect of the **Research Project**, is to be performed by an entity other than the **Recipient** as permitted by section 4.2, such entity is to be named below:

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**Recipient** agrees that it will not employ, contract with, or retain any person, directly or indirectly, who is listed in the federal government’s Excluded Parties List (EPL) System for Award Management (SAM) (<https://sam.gov/content/exclusions>). **Recipient** agrees to notify **CHS** within 30 days of such person’s debarment or disqualification under this DMDA.

**3.3** This DMDA covers only the **Research Project** set forth in Section 3.1. **Recipient** must submit a separate DMDA for each **Research Project** for which **Data** and/or **Materials** are requested.



**Representations.** **Recipient** and **Recipient's PI** expressly certify that the contents of any statements made or reflected in this document are truthful and accurate.

**RECIPIENT'S PI INITIALS:** \_\_\_\_\_

**4. Non-Transferability.** This DMDA is not transferable.

4.1 **Recipient** and **Recipient's PI** agree that substantive changes made to the **Research Project**, and/or appointment by **Recipient** of another principal investigator and/or transfer of **Recipient's PI** to another institution or other entity to complete the **Research Project** will require execution of a separate DMDA. Except as provided in section 4.2 below, **Recipient** may not distribute **Data** or **Materials** to any other individual or entity, regardless of the intended use of such **Data** or **Materials**. Nothing in this section precludes **Recipient** from publishing results of the **Research Project** through the usual channels of scientific publication.

4.2 **Recipient** and **Recipient's PI** may transfer or cause to be transferred **Materials** to an institution or institutions or other entities not affiliated with **Recipient** but with which **Recipient** has either a fee-for-service or subcontract agreement or specific authorization from the **NHLBI** for performance of assays and/or genetic analyses for the **Research Project** as identified in section 3.2.

4.3 A separate DMDA is not required if the derived **Data** are either returned to the **Recipient** and **Recipient's PI** or are deposited for **Recipient** and **Recipient's PI** in a publicly accessible repository authorized by the **NHLBI** upon completion of the assays. No **Data** are to be provided to such institutions or other entities unless a separate DMDA has been approved by **CHS** and **NHLBI**. The **Recipient** and **Recipient's PI** adhere to the study's policy regarding retention and destruction of materials and data.

**5. Conduct of Research Project.** **Recipient's PI** is responsible for conducting the **Research Project** and shall be responsible for assuring that any co-investigator(s) or contractor(s) comply with the terms of this DMDA.

**6. Publication.** **CHS** and **NHLBI** request that the **Recipient's PI** provide to the authorized representative for the **CHS** Coordinating Center (named below) a copy of any abstract ten (10) days in advance of submission for publication and any manuscript or other disclosure document thirty (30) days in advance of submission for publication, in order to permit review and comment and ensure compliance with the confidentiality requirements of this DMDA. Please refer to the **NHLBI** Supplement to the **NIH** Policy for Data Management and Sharing (<https://www.nhlbi.nih.gov/grants-and-training/policies-and-guidelines/nhlbi-policy-for-data-sharing>).

**7. Acknowledgments.** **Recipient** and **Recipient's PI** agree to acknowledge the contribution of **CHS** in any and all oral and written presentations, disclosures, and publications resulting from any and all analyses of **Data** or **Materials**, in accordance with the guidelines established by the study.

**7.1 Collaborations.** If a manuscript resulting from the **Research Project** has **Study Investigators** as co-authors, then the manuscript must be submitted for review by the **CHS**.

**7.1.a** If the manuscript is approved by the **CHS**, the **Recipient** and **Recipient's PI** agree to include the following language in an acknowledgment.

"This research was supported by contracts HHSN268201200036C, HHSN268200800007C, HHSN268201800001C, N01HC55222, N01HC85079, N01HC85080, N01HC85081, N01HC85082, N01HC85083, N01HC85086, 75N92021D00006, and grants U01HL080295 and U01HL130114 from the National Heart, Lung, and Blood Institute (NHLBI), with additional contribution from the National Institute of Neurological Disorders and Stroke (NINDS). Additional support was provided by R01AG023629 from the National Institute on Aging (NIA). A full list of principal CHS investigators and institutions can be found at CHS-NHLBI.org."

"This manuscript has been reviewed by **CHS** for scientific content."

**7.1.b** If the manuscript is not approved by the **CHS** and the **Recipient** and **Recipient's PI** wish to proceed to publish without inclusion of **Study Investigators** as co-authors, the **Recipient** and **Recipient's PI** agree to include the following language in an acknowledgment.

"This research was supported by contracts HHSN268201200036C, HHSN268200800007C, HHSN268201800001C, N01HC55222, N01HC85079, N01HC85080, N01HC85081, N01HC85082, N01HC85083, N01HC85086, 75N92021D00006, and grants U01HL080295 and U01HL130114 from the National Heart, Lung, and Blood Institute (NHLBI), with additional contribution from the National Institute of Neurological Disorders and Stroke (NINDS). Additional support was provided by R01AG023629 from the National Institute on Aging (NIA). A full list of principal CHS investigators and institutions can be found at CHS-NHLBI.org."

"This manuscript was not approved by the **CHS**. The opinions and conclusions contained in this publication are solely those of the authors, and are not endorsed by the **CHS** or the **NHLBI** and should not be assumed to reflect the opinions or conclusions of either."

**7.2** Other Studies. If the **Research Project** does not involve collaboration with **Study Investigators**, then the **Recipient** and **Recipient's PI** agree to include the following language in an acknowledgment.

"This research was supported by contracts HHSN268201200036C, HHSN268200800007C, HHSN268201800001C, N01HC55222, N01HC85079, N01HC85080, N01HC85081, N01HC85082, N01HC85083, N01HC85086, 75N92021D00006, and grants U01HL080295 and U01HL130114 from the National Heart, Lung, and Blood Institute (NHLBI), with additional contribution from the National Institute of Neurological Disorders and Stroke (NINDS). Additional support was provided by R01AG023629 from the National Institute on Aging (NIA). A full list of principal CHS investigators and institutions can be found at CHS-NHLBI.org."

"This manuscript was not prepared in collaboration with investigators of the **CHS** and does not necessarily reflect the opinions or conclusions of the **CHS** or the **NHLBI**."

**7.3** Ancillary Study Investigator Acknowledgments. If **Data** include **data** provided to the **CHS** by other ancillary study investigators, **Recipient** and **Recipient's PI** also agree to acknowledge the contribution of those other ancillary study investigators in any and all oral and written presentations, disclosures, and publications resulting from any and all analyses of such **Data**.



**8. Non-Identification/Participant Anonymity.** Recipient and Recipient’s PI agree that **Materials** and/or **Data** will not be used, either alone or in conjunction with any other information, in any effort to determine the individual identities of any of the participants from whom **Data** and/or **Materials** were obtained or derived.

**9. Use Limited to Research Project.** Recipient and Recipient’s PI agree that **Data, Materials,** their progeny, or derivatives thereof will not be used in any experiments or procedures unless said experiments or procedures are disclosed and approved as part of the **Research Project.**

**10. Use in Human Experimentation Prohibited.** Recipient and Recipient’s PI agree that **Materials,** their progeny, and derivatives thereof will not be used in experimentation or research involving of any kind with human participants.

**11. Compliance with Participants' Informed Consent.** Recipient and Recipient’s PI agree that **Data** and/or **Materials,** their progeny, and derivatives thereof will not be used for any purpose contrary to a participant’s applicable signed informed consent document(s). Recipient and Recipient’s PI agree to consult with **Study Investigators** and ascertain, specifically and in detail, the terms and conditions of applicable **CHS** informed consent documents.

**12. No Distribution, Confidentiality, and Avoidance of Waste.** Recipient and Recipient’s PI agree to retain control over **Data, Materials** and their progeny, and derivatives thereof. Recipient and Recipient’s PI further agree not to transfer **Data, Materials** and their progeny, and derivatives thereof, with or without charge, to any other entity or individual, except for **Data** and/or **Materials** as provided for in section 4.2 above. In addition to the provisions set forth in section 19 below, Recipient and Recipient’s PI agree to keep **Data** confidential, encrypted (if stored in an electronic medium), and off of publicly available **Data** storage platforms. Recipient and Recipient’s PI agree to make reasonable efforts to avoid contamination or waste of **Materials.**

**RECIPIENT’S PI INITIALS:** \_\_\_\_\_

**13. Resultant Data to be Provided to CHS and NHLBI.** Every twelve (12) months, Recipient and Recipient’s PI agree to provide **CHS** with a report based on the **Resultant Data.** This report shall include a description of the activities performed and **Resultant Data** obtained up to the reporting date. Recipient and Recipient’s PI agree to provide **Resultant Data** to **CHS** in accordance with applicable **NIH** and **NHLBI** data sharing policies in place as of the effective date of this agreement. Recipient and Recipient’s PI agree that **CHS** and **NHLBI,** may distribute all such **Resultant Data** through established **NHLBI** procedures to any institutions requesting access for their qualified scientific investigators. Recipient and Recipient’s PI will provide all **Resultant Data** in an electronic format specified by **NHLBI** or **CHS.** If errors in family structure, including paternity, are identified, Recipient and Recipient’s PI agree to contact the Coordinating Center Authorized Representative (named below), at the time such errors are identified, to receive detailed instructions on how and to whom to provide such information. Recipient and Recipient’s PI agree to refrain from disclosing identified errors to anyone other than individual(s) specifically identified and authorized by **CHS** and **NHLBI.**

**RECIPIENT’S PI INITIALS:** \_\_\_\_\_

**14. Costs/No Warranties.** Cost for **Materials** distribution will be determined on a case by case basis. Costs are subject to change following written notification from **CHS** with the approval of **NHLBI.** **NO**



WARRANTIES, EXPRESS OR IMPLIED, ARE PROVIDED AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE MATERIALS AND/OR DATA PROVIDED TO RECIPIENT UNDER THIS AGREEMENT.

**15. Recipient's Responsibility for Handling Materials.** Recipient and Recipient's PI acknowledge that Materials may carry viruses, latent viral genomes, and other infectious agents. Recipient and Recipient's PI agree to treat Materials as if they were not free of contamination, and affirm that Materials will be handled by trained persons under laboratory conditions that afford adequate biohazard containment. By accepting Materials, Recipient assumes full responsibility for their safe and appropriate handling.

**16. Non-Endorsement, Indemnification.** Recipient and Recipient's PI agree not to claim, infer, or imply United States Government endorsement of the Research Project, the entity, or personnel conducting the Research Project, or any resulting commercial product(s) except as described in section 7.

Recipient and Recipient's PI agree to hold the United States Government, CHS, and all investigator(s) who generated Data and Materials, and the agents and employees of each of them harmless and release them from all liabilities, demands, damages, expenses, and losses arising out of Recipient or Recipient's PI's negligence.

**17. Accuracy of Data.** Recipient agrees that the United States Government and CHS are not responsible for the accuracy of Data or the provenance or integrity of Materials provided.

**18. Recipient's Compliance with Recipient IRB's Requirements.** Recipient and Recipient's PI agrees to use the Data and/or Materials only in conjunction with the Research Project that has been reviewed by the Recipient's Institutional Review Board (IRB) or similar human subjects oversight body in accordance with Department of Health and Human Services regulations at 45 CFR Part 46. Recipient and Recipient's PI agrees to comply fully with all such conditions and with the participants' informed consent documents, and any additional conditions that may be imposed by the CHS IRB(s). Recipient agrees to report promptly to the CHS and NHLBI any unanticipated problems or proposed changes in the Research Project. Recipient also agrees to report to Recipient's IRB any unanticipated problems or changes in the Research Project that involve additional risks to participants or others. Recipient remains subject to applicable state and local laws and regulations and institutional policies that provide additional protections for human subjects.

**RECIPIENT'S PI INITIALS:** \_\_\_\_\_

**19. Recipient's Responsibility to follow Data Security Best Practices.** Recipient is aware of computer and Data security best practices and will follow them for receipt, storage and use of Data and Resultant Data. An example of best practice guidelines can be found in [http://www.ncbi.nlm.nih.gov/projects/gap/pdf/dbgap\\_2b\\_security\\_procedures.pdf](http://www.ncbi.nlm.nih.gov/projects/gap/pdf/dbgap_2b_security_procedures.pdf).

**20. Amendments.** Amendments to this DMDA must be made in writing and signed by authorized representatives of all signatory Parties hereto.

**21. Termination.** This DMDA shall terminate at the earliest of: the completion of the Research Project; five (5) years after the effective date of this DMDA; abandonment of the Research Project; or violation by Recipient of any provisions of this DMDA not remedied within 30 days after the date of written notice by NHLBI and CHS of such violation, debarment or disqualification.



Upon termination of this DMDA:

**Recipient** agrees to destroy all copies of all **Data** received from **CHS** and consult with the **CHS** and the **NHLBI** regarding the disposition of all remaining **Materials**. **Recipient** will verify that the **CHS data** have been destroyed in a written or electronic communication to the **CHS** Coordinating Center.

**22. Disqualification, Enforcement.** Failure to comply with any of the terms of this DMDA may result in disqualification of **Recipient** and **Recipient's PI** from receiving additional **Data** and/or **Materials**. The United States Government and/or **CHS** may have the right to initiate legal actions at law or in equity against the **Recipient** for violating or manifesting an intent to violate the confidentiality requirements of this DMDA, the limitations on the use of the **Data** or **Materials** provided, or both. Proceedings may be initiated against the violating party, or legal representatives, and assigns, for a restraining injunction, compensatory and punitive damages, mandamus, and/or any other proceeding at law or in 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** and **Recipient's PI** acknowledge that a breach or manifesting an intent to breach the confidentiality requirements or use limitations of this DMDA may subject **Recipient** and **Recipient's PI** to legal action on the part of **CHS** participants, their families, or both.

**RECIPIENT'S PI INITIALS:** \_\_\_\_\_

**23. Prior Distribution Agreements.** By execution of this DMDA, **Recipient** certifies to the best of its knowledge that it is in compliance with the terms and conditions of all its existing DMDAs with **CHS** and/or the **NHLBI**.

**Required Signatures begin on the next page**



**SIGNATURE PAGE**

**RECIPIENT’S PRINCIPAL INVESTIGATOR:**

Read and Understood by the Recipient’s Principal Investigator:

*I agree to abide by the terms and conditions laid out in this agreement and acknowledge that I am steward of the data and/or materials for the duration of this agreement and am responsible for my own actions and those that I supervise or that are working under my direction.*

\_\_\_\_\_  
*Name and Title of Recipient’s Principal Investigator*

\_\_\_\_\_  
*Mailing Address of Recipient’s Principal Investigator*

\_\_\_\_\_  
*Email Address of Recipient’s Principal Investigator*

\_\_\_\_\_  
*Telephone and Fax Number of Recipient’s Principal Investigator*

\_\_\_\_\_  
*Signature of Recipient’s Principal Investigator and Date*

**RECIPIENT’S AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_ a [non-profit] OR [for-profit] corporation/institution  
*Name of Recipient (Corporation/Institution)*

*organized under the laws of (State/Country):* \_\_\_\_\_

*with a principal address at:* \_\_\_\_\_

\_\_\_\_\_  
*Name and Title of Recipient's Authorized Representative*

\_\_\_\_\_  
*Signature and Date of Recipient's Authorized Representative*





**COORDINATING CENTER FOR Cardiovascular Health Study(CHS)**

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*Name and Title of CHS Coordinating Center Authorized Representative*

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*Signature and Date of CHS Coordinating Center Authorized Representative*

**NHLBI (for Materials only):**

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*Name and Title of NHLBI CHS Representative*

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*Signature and Date of NHLBI CHS Representative*

**This Distribution Agreement is entered into as of: \_\_\_\_\_ (effective date)**