MULTI-ETHNIC STUDY OF ATHEROSCLEROSIS (MESA)

Data and Materials Distribution Agreement

The undersigned parties hereby enter into this Data and Materials Distribution Agreement (DMDA) as of the date specified on the final page hereof.

INTRODUCTION

The Multi-Ethnic Study of Atherosclerosis (MESA) is a study of the characteristics of subclinical cardiovascular disease and the risk factors that predict progression to clinically overt cardiovascular disease or progression of the subclinical disease. This community-based study enrolled 6,814 asymptomatic men and women, aged 45-84 at baseline, from 6 field centers in 2000-2002. Approximately 38 percent of the recruited participants are white, 28 percent African-American, 22 percent Hispanic, and 12 percent Asian, predominantly of Chinese descent.

To protect the confidentiality and privacy of MESA 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 MESA and other NHLBI resources, and may leave violators liable to legal action on the part of MESA participants, their families, or the U.S. Government.

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

DEFINITIONS

For purposes of this agreement,

"Genetic Analysis Data" refers to any and all information derived from genetic materials and any and all data derived from statistical analyses linking data from genetic materials with other study data.

"Data" refers to any and all study data, including laboratory, examination, and questionnaire results, and Genetic Analysis Data, images (e.g., computed tomography scans, MRI scans), or primary signal data (e.g., ECG, spirometry tracings, polysomnography, accelerometry) and associated records either obtained directly from MESA participants or obtained from third parties as authorized by the participants pursuant to the contracts with the NHLBI, as well as data provided to MESA by ancillary studies.

"Resultant Data" refers to data derived in whole or in part by Recipient from Data and/or Materials provided under this DMDA.

"Materials" refers to bio-samples, including but not limited to, urine and blood samples and products thereof, including but not limited to, immortalized lymphocytes and extracted DNA from said bio-samples pursuant to the contracts with the NHLBI, as well as Materials provided to MESA by ancillary studies.

“MESA Study Investigator” is a research investigator who works with MESA either as an employee of the NHLBI or through a current and active contract or consulting agreement with the NHLBI or one of its contractors.

“Research Project” refers to the project described in the attached research application and named in section 3.1 of this agreement.
“Recipient” refers to the institution or other entity receiving access to the MESA Data and/or Materials requested for the Research Project identified in section 3 below as described in the attached research application.

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

**TERMS AND CONDITIONS**

It is mutually agreed as follows:

1. **Materials.** MESA and NHLBI agree to transfer to Recipient the Materials described below, including the types of samples, amount per sample, 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.

2. **Data.** MESA agrees to provide Recipient with Data described in the attached MESA-approved project, named in section 3.1, below.

   MESA 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 in connection with the Research Project as named and described in the attached research application (insert Research Project name below):

   3.2 If any aspect of the Research Project, e.g., biological assays and/or genetic analyses, is to be performed by an entity other than Recipient as permitted by section 4.2, such entity is to be named below:

   3.3 This DMDA covers only the Research Project cited in section 3.1 of this DMDA. Recipient must submit a separate DMDA for each Research Project for which Data and/or Materials are requested.

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, 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. However, 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. 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 database 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 MESA and NHLBI.

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

6. Publication. Prompt publication of the results of the Research Project is encouraged. MESA and NHLBI request that the Recipient’s PI provide to the authorized representative for the MESA 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.

7. Acknowledgments. Recipient and Recipient’s PI agree to acknowledge the contribution of MESA staff in any and all oral and written presentations, disclosures, and publications resulting from any and all analyses of Data or Materials.

7.1 Collaborations. If a manuscript resulting from the Research Project has Study Investigators as co-authors, then the manuscript will be reviewed by MESA.

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

“The Multi-Ethnic Study of Atherosclerosis (MESA) is supported by contracts N01-HC-95159 through N01-HC-95169 from the National Heart, Lung, and Blood Institute (NHLBI).”

“This manuscript has been reviewed by MESA for scientific content and consistency of data interpretation with previous MESA publications.”

7.1.b If the manuscript is not approved by MESA 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.

“The Multi-Ethnic Study of Atherosclerosis is supported by contracts N01-HC-95159 through N01-HC-95169 from the National Heart, Lung, and Blood Institute (NHLBI).”

“This manuscript was not approved by MESA. The opinions and conclusions contained in this publication are solely those of the authors, and are not endorsed by MESA 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.

“The Multi-Ethnic Study of Atherosclerosis is supported by contracts N01-HC-95159 through N01-HC-95169 from the National Heart, Lung, and Blood Institute (NHLBI).”

“This manuscript was not prepared in collaboration with investigators of MESA and does not necessarily reflect the opinions or conclusions of MESA or the NHLBI.”
7.3 Ancillary Study Investigator Acknowledgments. If Data include data provided to MESA by ancillary study investigators, Recipient and Recipient’s PI also agree to acknowledge their contribution in any and all oral and written presentations, disclosures, and publications resulting from any and all analyses of such Data.

8. Non-Identification. 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 Materials, their progeny, or derivatives thereof, and Resultant Data 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 human experimentation of any kind.

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 MESA informed consent documents.

12. No Distribution; 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. Recipient and Recipient’s PI agree to make reasonable efforts to avoid contamination or waste of Materials.

13. Resultant Data to be Provided to MESA and NHLBI. Recipient and Recipient’s PI agree to provide MESA with a report every twelve (12) months during the term of this DMDA. The report shall include a description of the activities performed and Resultant Data obtained during the twelve (12) months before the reporting date. Recipient and Recipient’s PI agree that MESA and NHLBI, in accordance with the NIH Data Sharing Policy, may distribute all such Resultant Data through established NHLBI procedures to all institutions requesting access for their identified qualified scientific investigators to such Resultant Data and that submit to NHLBI a signed DMDA comparable to this DMDA. Recipient and Recipient’s PI will provide all Resultant Data in the precise electronic format specified by NHLBI or MESA. If errors in family structure, especially 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 as to how to provide such information and to whom. Recipient and Recipient’s PI further agree to refrain from any disclosure of such identified errors to anyone other than individual(s) specifically identified and authorized by MESA and NHLBI.

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 MESA with the approval of NHLBI. NO WARRANTIES, EXPRESS OR IMPLIED, ARE OFFERED 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 harmless the United States Government, MESA, and all investigator(s) who generated Data and Materials, and the agents and employees of each of them for all liabilities, demands, damages, expenses, and losses arising out of Recipient's use for any purpose.

Except where prohibited by law, Recipient agrees to defend and indemnify the United States Government, MESA, and all investigator(s) who generated Data and Materials, and the agents and employees of each of them for all liabilities, demands, damages, expenses, and losses arising out of Recipient's use for any purpose.

17. **Accuracy of Data.** Recipient agrees that the United States Government and MESA 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 certifies that the conditions for use of the Data and/or Materials in conjunction with the Research Project have 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 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 MESA IRB(s). Recipient agrees to report promptly to MESA and NHLBI any unanticipated problems or proposed changes in the Research Project. Recipient also agrees to report toRecipient'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.


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

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 MESA of such violation. Upon termination of this DMDA:

- (a) If Data provided to Recipient include Center for Medicare and Medicaid Services (CMS) data, Recipient agrees to destroy all copies of all Data received from MESA and consult with MESA and the NHLBI regarding the disposition of all remaining Materials. Recipient will verify that the MESA data have been destroyed in a written or electronic communication to the MESA Coordinating Center.

- (b) If Data provided to Recipient do not include Center for Medicare and Medicaid Services (CMS) data, Recipient agrees to consult with MESA and the NHLBI regarding the disposition of all remaining Data and/or Materials.
22. **Disqualification, Enforcement.** Failure to comply with any of the terms of this DMDA may result in disqualification of Recipient from receiving additional Data and/or Materials. The United States Government and/or MESA may have the right to institute and prosecute appropriate proceedings at law or in equity against the Recipient for violating or threatening 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 and agree that a breach or threatened breach of the confidentiality requirements or use limitations of this DMDA may subject Recipient and Recipient’s PI to legal action on the part of MESA participants, their families, or both.

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

24. **Prior Distribution Agreements.** By execution of this DMDA, Recipient certifies its good faith belief that it is in compliance with the terms and conditions of all its existing DMDAs with MESA and/or the NHLBI.

**IRB Review**

Date of IRB review: ___________

(Attach copy of review letter.)

**Required Signatures begin on the next page**
1. **RECIPIENT’S PRINCIPAL INVESTIGATOR:**

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

   ______________________________________________________

   ______________________________________________________

   **Surface Mail 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**

2. **RECIPIENT’S AUTHORIZED REPRESENTATIVE:**

   **Name of Recipient (Corporation/Institution),**

   a [ ] [non-profit] OR [ ] [for-profit] 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**
3. COORDINATING CENTER FOR MULTI-ETHNIC STUDY OF ATHEROSCLEROSIS (MESA)

Craig Johnson, MESA Authorized Representative  
Project Director, MESA Coordinating Center  
University of Washington, Collaborative Health Studies Coordinating Center

____________________________________________________  
Signature  
____________________________________________________  
Date

4. NHLBI (for Materials only):

Jean L. Olson, MD, MPH, MESA Project Officer  
Epidemiology Branch, Prevention and Population Sciences Program, Division of Cardiovascular Sciences  
National Heart, Lung, and Blood Institute, National Institutes of Health  
6701 Rockledge Drive, Suite 10018, MSC 7936, Bethesda, MD 20892-7936

____________________________________________________  
Signature  
____________________________________________________  
Date

This Distribution Agreement is entered into as of: _____ (effective date)

Send agreement to the MESA Coordinating Center at Building 29, Suite 310  
6200 NE 74th Street, University of Washington, Box 354922, Seattle, WA 98115  
Email or Fax: (206) 616-4075