

Human Health Exposure Analysis Resource (HHEAR)

HHEAR Human Material Collaboration Agreement

Notes

The HHEAR Human Material Collaboration Agreement (MCA) memorializes the agreement among HHEAR Laboratory Hubs (HUBS) regarding handling of HHEAR Investigator human materials. The HHEAR MCA is in-place for human biological samples which are sent from a Recipient Hub to another Hub, e.g., if the Recipient Hub aliquots samples and sends aliquots to another Hub for laboratory analysis, or if samples are sent from one Hub to another Hub as part of quality control or other analysis activities.

This MCA will be completed before any HHEAR Research Project which involves human material transfer and laboratory analysis is approved.

The HHEAR Human Material Transfer Agreement (MTA) is used for transfer of human biological materials, such as blood, urine, saliva specimens, and so forth, with or without accompanying data (Human Material), between an academic or research institution (Provider) and the HHEAR Laboratory Hub (Recipient HUB) which directly receives Human Material from the Provider. The Recipient Hub is defined as HHEAR Laboratory Hub which receives Human Material directly from the Provider. For avoidance of doubt, the Recipient Hub shall include all cores and resources at the Recipient institution, collaborators and service providers working with or on behalf of the Recipient Hub for performance of the Research Project Plan.

Ownership, transfer and use of “Research Data” resulting from the Recipient Hub’s or other HHEAR Hub’s laboratory analysis of transferred Human Material will be addressed in the HHEAR Data Repository Data Submission Agreement and Data Sharing Plan for the HHEAR Data Repository.

This Agreement is made by and between the Minnesota HHEAR Targeted Analysis Laboratory, Mount Sinai HHEAR Targeted Analysis Laboratory, Mount Sinai HHEAR Untargeted Analysis Laboratory, North Carolina Untargeted Analysis Laboratory (Research Triangle Institute), and Wadsworth Targeted Analysis Laboratory (hereinafter referred to as HUBS). Collectively or individually, the HUBS shall also be referred to as Parties or Party.

WHEREAS, each Party received a grant from the National Institute of Environmental Health Sciences (NIEHS) under the Human Health Exposure Analysis Resource (HHEAR) program to provide laboratory analytical or data support services for HHEAR, and

WHEREAS the Parties will receive de-identified human biological materials with or without accompanying data (Human Material) from investigators participating in the HHEAR (herein referred to as Provider), and Parties may be interested in transferring Human Material among the Parties;

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NOW, THEREFORE, the Parties agree as follows:

1. To the extent described in each HHEAR Research Project Plan, each Party may transfer Human Material to one or more of the other Parties. To the extent the Parties decide to exchange Human Material not already in the Research Project Plan, each such transfer must be agreed upon by Provider and each Party in writing prior to the transfer.
2. Parties agree to abide by the terms of the HHEAR Human Material Transfer Agreement (H-MTA) between the Recipient Hub receiving the Human Material and the HHEAR Provider. The H-MTA is attached as Exhibit A and hereby incorporated and made part of this agreement.
3. The receiving Party therefore agrees to retain control over the Human Material and further agrees not to transfer the Human Material to other entities that are not members of the receiving Party without advance written approval of Provider, except when the transfer is between HUBS for analysis purposes.
4. Parties agree that the data ("Research Data") obtained from the HUBS analysis of Human Material will be submitted to both the Provider and the HHEAR Data Center. The use and transfer of Research Data will be governed by a HHEAR Data Repository Data Submission Agreement (DSA) and the Data Sharing Plan for the HHEAR Data Repository (DSP), which all users of the Research Data will be required to sign. The DSA and DSP are attached as Exhibits B and C.
5. When the research is completed, any unused Human Material or derivatives will either be destroyed in compliance with all applicable statutes and regulations or will be returned to the Provider, in accordance with the Research Project Plan and H-MTA.

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General Terms

1. This Agreement shall remain in force for three (3) years or until the research has been completed, whichever occurs first. The term may be extended and the provisions of this Agreement may be modified only by amendment signed by the duly authorized signatory for each Party. The Agreement may be terminated by any Party for any reason by providing at least thirty (30) days written notice prior to the desired termination date.
2. This Agreement, the HHEAR Data Repository Data Submission Agreement, and the Data Sharing Plan for the HHEAR Data Repository constitute the entire understanding between the Parties concerning the subject matter of this collaboration and supersedes any prior understanding or written or oral agreement regarding the subject matter hereof. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement. The relationship of the Parties is that of independent contractors and not agents of each other or joint venturers or partners. Each Party shall maintain sole and exclusive control over its personnel and operations.
3. Each Party expressly represents that the contents of any statements made herein are truthful and accurate to the best of knowledge and belief, and each official signing this Agreement on behalf of a Party further represents that the official has the authority to do so.
4. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement will be considered signed when the signature of a party is delivered by electronic digital transmission. The digital copy signature will be treated in all respects as having the same effect as an original signature.

Human Health Exposure Analysis Resource (HHEAR) HHEAR Human Material Collaboration Agreement

ACCEPTED AND AGREED


For EACH of the Lab Hubs analyzing Human Material

April Nelson  Digitally signed by April Nelson
Date: 2020.03.22 21:36:05 -05'00' 02/20/2020
(Authorized Signatory for Party) _____ Date

Name: April Nelson

Title: UFRA Grant & Contract Administrator

Email for documents: ufra@umn.edu

Lisa A. Peterson  Digitally signed by Lisa A. Peterson
Date: 2020.02.20 12:38:47 -06'00' 02/20/2020
(Signature of Party's Investigator) _____ Date

Name: April Nelson

Email: peter431@umn.edu

ACCEPTED AND AGREED

For EACH of the Lab Hubs analyzing Human Material

DocuSigned by:

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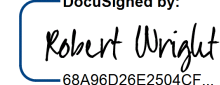
(Authorized Signatory for Party)

Date

Name: Sybil Lombillo

Title: Managing Director

Email for documents:

DocuSigned by:

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3/11/2020 | 2:35 PM EDT

(Signature of Party's Investigator)

Date

Name: Robert wright

Email:

Human Health Exposure Analysis Resource (HHEAR) HHEAR Human Material Collaboration Agreement

ACCEPTED AND AGREED

For EACH of the Lab Hubs analyzing Human Material

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3/11/2020 | 10:21 AM EDT

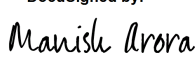
(Authorized Signatory for Party)

Date

Name: Sybil Lombillo

Title: Managing Director

Email for documents: sybil.lombillo@mssm.edu

DocuSigned by:

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3/12/2020 | 6:20 AM EDT

(Signature of Party's Investigator)

Date

Name: Manish Arora

Email: manish.arora@mssm.edu

**Human Health Exposure Analysis Resource (HHEAR)
HHEAR Human Material Collaboration Agreement**

ACCEPTED AND AGREED

For EACH of the Lab Hubs analyzing Human Material



February 21, 2020

(Authorized Signatory for Party)


Date

Name: Daniel Wright

Title: Senior Manager, Procurement

Email for documents: DWright@RTI.org

**Timothy R
Fennell**

 Digitally signed by Timothy R Fennell
DN: cn=Timothy R Fennell, o=RTI
International, ou, email=Fennell@rti.org,
c=US
Date: 2020.04.02 17:04:59 -04'00'

04/02/2020

(Signature of Party's Investigator)

Date

Name: Timothy R Fennell

Email: Fennell@rti.org

Human Health Exposure Analysis Resource (HHEAR)
HHEAR Human Material Collaboration Agreement

ACCEPTED AND AGREED

For EACH of the Lab Hubs analyzing Human Material

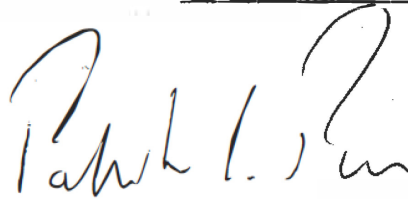



(Authorized Signatory for Party) 3/13/20 Date

Name: _ Erasmus Schneider, Ph.D.

Title: Associate Director Research & Technology

Email for documents: erin.davis@health.ny.gov



(Signature of Party's Investigator)  3/30/20 3/12/2020 Date

Name: _ Patrick Parsons, Ph.D.

Kurunthachalam Kannan

Email: patrick.parsons@health.ny.gov

Kurunthachalam.Kannan@nyulangone.org



(Authorized Signatory for Party) 4/9/20 Date

Name: _Anthony Carna

Title: Senior Director, Sponsored Programs Administration

Email for documents: Grants.Office@nyulangone.org