

AMP T2D Project

Data Transfer Agreement

THIS DATA TRANSFER AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2015 (the “Effective Date”), by and between _____, with its principal place of business at _____ (“Provider”) and The Broad Institute, Inc., having a principal place of business at 415 Main Street, Cambridge, MA 02142 (“Recipient”). Collectively, Provider and Recipient shall be referred to as “Parties” and individually as a “Party”.

WHEREAS, Accelerating Medicines Partnership (“AMP”) is a public-private partnership between the National Institutes of Health (“NIH”), the U.S. Food and Drug Administration (“FDA”), 10 biopharmaceutical companies and multiple non-profit organizations aiming to transform the current model for developing new diagnostics and treatments by jointly identifying and validating promising biological targets for therapeutics with the ultimate goal of increasing the number of new diagnostics and therapies for patients and reducing the time and cost of developing them; and

WHEREAS, Recipient will serve as the Data Coordinating Center (“DCC”) of AMP in Type 2 Diabetes (“AMP T2D”) and on behalf of AMP T2D, the DCC will aggregate data, automate analysis, and communicate results relevant to the genetics of type 2 diabetes and related traits, and to support collaboration within the AMP T2D project (“AMP T2D Project”); and

WHEREAS, Provider has agreed to provide certain de-identified human genetic data (“Data”) in order to further the mission of the AMP T2D Project; and

WHEREAS, Recipient will make the data derived from genetic analyses of the Data (“Aggregate Data”) available through a web-based portal (“AMP T2D Portal”) to other members of the AMP T2D Project as well as share with the broader biomedical research community;

NOW THEREFORE, it is mutually agreed as follows:

1. Provider agrees to transfer to the Data for use in the AMP T2D Project.
2. Provider certifies that the Data will be de-identified and all Protected Health Information, as defined by the Federal Health Insurance Portability and Accountability Act (HIPAA, 45 C.F.R. 164) will have been removed prior to sending the Data to Recipient.
3. Recipient agrees to retain control over Data received from Provider and further agrees not to provide the Data, with or without charge, to any other entity or any individual other than Principal Investigator.
4. This Agreement is not transferable to another facility that is not under the control

of Recipient.

5. No rights of Recipient under this Agreement may be assigned or otherwise conveyed to any party, including a purchaser of Recipient, without the specific written agreement of Provider.
6. Provider acknowledges that Recipient shall make the Aggregate Data available to users through the AMP T2D Portal.
7. Recipient agrees to implement the policy, as further detailed in Exhibit A, which will require users of the AMP T2D Portal to appropriately cite data acquired from the AMP T2D Portal in their publications.
8. Recipient agrees that it will not use the Data or Aggregate Data to establish the individual identities of any of the subjects from whom Data and Aggregate Data were obtained.
9. NO WARRANTIES, EXPRESS OR IMPLIED, ARE OFFERED AS TO THE MERCHANT ABILITY OR FITNESS FOR ANY PURPOSE OF THE DATA AND AGGREGATE DATA PROVIDED UNDER THIS AGREEMENT.
10. Provider certifies and Recipient acknowledges that the conditions for use of Data and Aggregate Data are approved by the Institutional Review Board (IRB) of the Provider in accordance with Department of Health and Human Services regulations at 45 CFR Part 46. Recipient agrees to comply fully with all such conditions with respect to making the Aggregate Data available to members of the AMP T2D Project as well as the broader scientific community. Recipient remains subject to applicable laws or regulations and institutional policies which provide additional protections for human subjects.
11. Provider may terminate this Agreement if Recipient is in default of any of the terms specified herein and if the deficit has not been remedied within thirty (30) days after the date of written notice by Provider of such deficit. Upon termination of this Agreement, Recipient agrees to return all Data to Provider, or provide Provider with written certification of destruction of the Data.
12. Failure to comply with any of the terms specified herein may result in disqualification of Recipient from receiving additional Data from Provider.
13. Provider reserves the right to distribute any and all Data to others and to use it for its own purposes.
14. Unless otherwise specified, this Agreement embodies the entire understanding between Provider and Recipient with respect to the transfers of Data, and any prior or contemporaneous representations, either oral or written, are hereby superseded. Amendments to this Data Transfer Agreement must be made in writing and agreed to by both Parties.
15. This Agreement and any amendment hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. If

this Agreement is executed in counterparts, no signatory hereto will be bound until all the Parties named below have duly executed a counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date by their authorized representatives.

THE BROAD INSTITUTE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Portal Access Agreement