

**AGREEMENT FOR INTER-INSTITUTIONAL
TRANSFER OF HUMAN TISSUE SAMPLES**

Between

ACADEMIC COLLEAGUES

1. _____ (“___”) and that of **The Trustees of Columbia University in the City of New York**, a New York State non-profit corporation (“Institution”) agree that _____ will provide Institution with **a collection of deidentified blood samples or DNA and data from patients in the formats listed in Exhibit A** (“Samples”) derived from human subjects.
2. Samples will be sent by _____ (“Investigator”) to Institution. Institution shall use Samples for the following purpose: **DNA extraction, genotyping, sequencing (targeted, exome and/or whole genome), and analysis for “Ancillary Genetic Studies of Hidradenitis Suppurativa,” under IRB Protocol Number AAAR7023** (“Study”). ___ will also provide coded, de-identified clinical and demographic data related to Samples (“Data”). Institution will not use the Samples or Data for any other purpose nor will it share the Samples or Data with any other parties.
3. Institution will not use Samples in humans.
4. Institution will not attempt to identify the study subjects to which the Data relates. ___ will not share the key to the coded Data to allow such identification. If Institution receives or obtains from ___ any information that unintentionally reveals the identity of a subject, Institution will notify ___ within no more than ten (10) days of discovery of the identification. Institution will then cooperate with ___ to remedy the unintentional disclosure and to minimize the risk of recurrence.
5. Institution shall not transfer Samples to any non-Institution person without prior written consent from ___.
6. Institution represents that its use of Samples will be in compliance with all applicable laws and regulations.
7. Each party may use Study results for any basic internal research or educational purposes. The parties agree that any publication or presentation of Study results will cite the contributions of both parties in accordance with applicable journal standards.
8. Samples are being provided by ___ **AS IS WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** Samples may contain unknown infectious agents. In no event shall ___ be liable for any use by Institution of Samples or for any loss, claim, damage, or liability, of any kind or nature that may arise from or in connection with this Agreement or Institution’s use, handling, or storage of Samples except to the extent due to ___’s gross negligence or willful misconduct. Institution agrees to assume all liability for damages that arise from its use, storage or disposal of Samples by Institution, except to the extent such liability is due to ___’s gross negligence or willful misconduct. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.
9. Institution will reimburse ___ \$0 (no cost) for costs associated with providing and shipping Samples.

10. Unless legally required, the parties agree not to use the name(s) of the other party or the name of the researcher, or any other physician, faculty member, medical staff, employee, or student of the other party for any purpose whatsoever, without receiving the prior written approval of the other party.

11. It is recognized and agreed that certain existing inventions and technologies are the separate property of ___ or the Institution and are not affected by this Agreement, and no party shall have any claims to or rights to the other party's separate inventions and technologies. Inventorship of any inventions, whether or not patentable, pursuant to the performance of the Study referenced in Exhibit A will be determined in accordance with U.S. patent law.

12. Either party may terminate this Agreement at any time, provided prior written notice, in which case Institution will discontinue within thirty (30) days its use of Samples. Institution agrees, upon direction of Investigator, to return or destroy Samples upon termination of this Agreement.

13. Articles 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 will survive the termination of this Agreement.

14. An authorized representative of each party must sign this Agreement. Send/fax/email one fully executed Agreement to:

**THE TRUSTEES OF COLUMBIA
COLLABORATING INSTITUTION
UNIVERSITY IN THE CITY OF NEW YORK**

By: _____

By: _____

Name: William Berger

Name: _____

Title: Director of Research Operations

Title: _____

Date: _____

Date: _____

Institution Investigator acknowledges that she/he has read, understands and accepts her/his obligations under this Agreement:

Investigator's signature: _____

Name: Lynn Petukhova, PhD

Date: _____

**Exhibit A:
Description of Study and Clinical Information**

Title: *Ancillary Genetic Studies of Hidradenitis Suppurativa*

P.I.: Lynn Petukhova, PhD

Receiving Institution: *Columbia University* (New York)

Description of transferred samples:

A collection of human blood samples and/or DNA in the following format: Whole blood in blood collection tubes or DNA in Eppendorf tubes.