

## **Biological Sample Use Agreement for**

**APPLICANT, PLEASE NOTE** that by requesting and accepting “Biological Samples” from the North Shore-LIJ Genotype and Phenotype resource (GAP) at The Feinstein Institute for Medical Research (“The Feinstein Institute”), you are agreeing to ALL of the following. *(please check each box to indicate that you have read and accepted each provision)*

### **I understand and agree that:**

- The term “Biological sample(s)” refers not only to the requested fresh or stored human tissue or bodily fluid samples, but also to unmodified derivatives, such as isolated cells or DNA, that I prepare directly from the original specimens or that the GAP prepares for me.
- The GAP will make the requested Biological samples available to me on a non-exclusive basis, and the GAP may need to balance my request against competing requests for the same biological samples by others.
- I will only use the biological samples for the studies described in my request, as submitted and approved. I will not share these biological samples with others, including others at The Feinstein Institute, for studies that are not consistent with this request.
- The biological samples are *experimental in nature, may have unknown, potentially hazardous properties* and I will treat the biological samples as potentially infectious human material. I will exercise due caution in the receipt, storage, use and disposal of the biological samples.
- I will not disclose, and I will not seek to identify, any biological sample donor’s name or other “Protected Health Information” (as defined by the HIPAA and its related regulations).
- I will use the biological samples in compliance with all applicable federal, state and local statutes and regulations, including the standard practices of The Feinstein Institute.
- I will acknowledge the GAP and The Feinstein Institute as the source of biological samples in any of my academic communications, abstracts, publications or other disclosures reporting use of the samples.
- I will provide a brief report annually to the GAP on my use of the biological samples, which report will be held in confidence and used only for the GAP’s reporting requirements to funding agencies.
- The biological samples are provided without charge, but a fee of ( \$/per sample) solely as compensation to the GAP in respect of its cost to collect, prepare and ship the biological samples.

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Signature of Principle Investigator

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Date