

INTERACTIVE AUTISM NETWORK (IAN) RESEARCH DATABASE
SUBJECT RECRUITMENT AGREEMENT

Part I. INSTRUCTIONS

The Researcher must complete the following steps in order to qualify for subject recruitment assistance using the IAN Research Database:

1. Subject recruitment assistance is limited to Institutions in the United States and U.S. Territories. The Institutional Review Board of the Institution must comply with the requirements listed in Part IV.
2. Submit an Online IAN Research Subject Recruitment Application (www.IANCommunity.org/cs/for_researchers/application). If necessary and as resources permit, IAN Research will contact you regarding your request to determine whether the IAN Research Database can be of assistance in subject recruiting for the research project.
3. Submit a copy of Principal Investigator's current Institutional Review Board (IRB) approval for the Research Project, and IRB approval of the recruitment letter. This recruitment letter will be sent to prospective recruits by IAN Research.
4. Sign and mail an original copy of this IAN Research Database Subject Recruitment Agreement to:

IAN Research, Department of Medical Informatics
Kennedy Krieger Institute
1st Floor Painter Building
3825 Greenspring Avenue
Baltimore, MD 21211

Part II. RIGHTS TO USE OF SUBJECT RECRUITMENT ASSISTANCE

Researcher requests subject recruitment assistance using data collected by the Interactive Autism Network (IAN) Research Database to recruit research subjects for clinical research projects and agrees to the following terms:

1. Researcher understands and acknowledges that subject recruitment assistance is performed at the sole discretion of IAN Research; that the criteria for and the conduct of selection of recruits is also at the sole discretion of IAN Research; that IAN Research cannot guarantee the accuracy and reliability of subject recruitment information provided by participants of the IAN Research Database; and that IAN Research cannot guarantee that it will meet a predefined level of response or eligibility for the research project.
2. Researcher understands and acknowledges that IAN Research is subject to limitations in resources that may restrict its ability to provide subject recruitment assistance to every qualified applicant, or to provide subject recruitment assistance to meet a specific deadline.
3. Researcher is expected to consider the needs and time pressures of families with autism, and to only use the number of participants they need to answer the scientific question that is the subject of the research project.
4. Researcher will require anyone who utilizes the assistance to comply with this Agreement, and will comply with any rules and regulations imposed by their Institution and its Institutional Review Board in recruiting subjects.

5. Researcher will ensure that Investigators who utilize IAN Research Database data use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.
6. Researcher will report any use or disclosure of the data not provided for by this Agreement of which Researcher becomes aware within 15 days of becoming aware of such use or disclosure.
7. Researcher will comply with follow-up requests to provide information regarding the responses received to the subject recruitment assistance provided.

Part III. ATTRIBUTION

If Researcher publishes manuscripts that include subjects recruited with subject recruitment assistance from IAN, Researcher agrees to the following:

1. Researcher will include language similar to the following in the methods section of manuscripts in order to accurately acknowledge assistance from IAN. Depending upon the length and focus of the article, it may be appropriate to include more or less than the example below, however, inclusion of some variation of the language shown below is mandatory.

“Subjects were recruited with the assistance of the Interactive Autism Network (IAN) Research Database at the Kennedy Krieger Institute and Johns Hopkins Medicine – Baltimore, sponsored by the Autism Speaks Foundation.”

2. Researcher will submit all manuscripts to the IAN Research Program Director prior to publication. This review will not be a scientific review, but is intended to ensure that the attribution requirement above is correctly implemented. IAN will maintain confidentiality of the manuscript.

Part IV. RESTRICTIONS

1. Institutional Review Board (IRB) Compliance – Researcher certifies that the Institution provides IRB approval or exemption for the conduct of the research and that Principal Investigator is in full compliance with the regulations and policies of said IRB. Researcher agrees to report promptly to IAN any proposed changes in the research project. Before receiving subject recruitment assistance you will need to provide a copy of your IRB approval for the project described in this application, as well as IRB approval of the recruitment letter proposed to be used by IAN Research. The IRB approving the project described in this application must be either (1) fully accredited by the Association for the Accreditation of Human Research Protection Programs, Inc. (AAHRPP), or (2) be at an academic medical center and approved by the U.S. Department of Health and Human Services (HHS) Office of Human Research Protections (OHRP).

2. NO WARRANTY AND LIMITATION OF DAMAGES – The IAN Research Database data is provided as a service to the research community. Subject recruitment assistance is provided “as is.” IAN Research does not make, and expressly disclaims, any express or implied warranties, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall either party be liable for any incidental, special, indirect, punitive or consequential damages arising out of or relating to this agreement, even if such party has been advised of the possibility of such damages.

3. Nothing in this indemnification shall authorize the sale or distribution of the IAN Research Database data.

4. The terms and conditions of this Agreement are binding upon Researcher, including any and all research associates, graduate students, and collaborators working on the Research Project.
5. The Parties agree and acknowledge that the relationship of Researcher and IAN is in the nature of an independent contractor. This Agreement shall not be deemed to create a partnership, joint venture or franchise, and neither party is the other's agent, partner, employee or representative.
6. Neither Researcher nor IAN may use the name, trade name, trademark, domain name, or other designation of the other party in connection with any products, promotion, marketing or advertising without the prior written consent of the other party.
7. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further right hereunder.
8. This Agreement shall be binding upon and inure to the benefit of each of the Parties, including their respective heirs, legal representatives, successors, and assigns. Institution may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of IAN.
9. This Agreement constitutes the entire understanding of the Parties with respect to the matters referred to herein and supersedes all prior negotiations, commitments and understanding with respect thereto. No variation or modification of this Agreement or waiver of any terms of provisions hereof shall be deemed valid unless in writing and signed by authorized representatives of both Parties.

ACKNOWLEDGED AND UNDERSTOOD BY PRINCIPAL INVESTIGATOR:

_____	_____
Signature of Principal Investigator	Date
_____	_____
Printed Name of Principal Investigator	Title