

## **Application to participate in the Living DNA/NYG&B Summer Education Project**

### **Who are we?**

We are Living DNA a privately owned company whose aim is to make science simple.

Our main business is to provide market leading ancestry DNA tests to consumers across the world. Our ancestry DNA tests use DNA analysis to show people where their ancestors come from. Our website is [livingdna.com](http://livingdna.com).

We have also developed our One Family Education Program to show young people how we are all made up of all of us, and to empower them with a personal understanding of how they fit into the world .

We are working with The New York Genealogical and Biographical Society (NYG&B) to offer this Education Program to students, including your child, and to raise the profile of our work in this area by having media attend the event, and by our also filming the event. Founded in 1869, the New York Genealogical and Biographical Society (NYG&B) is New York's largest - and oldest - genealogical organization. The mission of the NYG&B is to preserve, document, and share the stories of families across the state of New York. NYG&B actively foster connections between New York's past and the present.

The Education Program will be offered at the NYG&B for a week in July and will be open to high school students who are interested in DNA and family history.

The information in this application contains the terms on which we offer this opportunity for your child to take part in our Education Project and have a DNA test. If you sign this form to apply for your child or children to take part in the Project, you will be bound by these terms.

The choice as to whether your child or children participate in the Project is yours, and you are free to decline. You can also choose whether or not your child participates in the media activity which will run alongside the Project.

### **What does this mean for me and my child?**

The day camp, which offered by NYG&B is open to high school students, aged 13-17.

**When and Where:** Sessions will run each day between July 24 and July 26 from 10am – 12:30pm at the NYG&B headquarters, 36 West 44th Street (between 5th and 6th Avenues).

**Cost and Registration for the camp:** \$30 per individual (for all three days). Visit [newyorkfamilyhistory.org/events](http://newyorkfamilyhistory.org/events) to register or call 212-755-8532, x208 for assistance.

We are not charging participants to have their DNA tested, because we are running a pilot with NYGBs, and as part of the pilot, we are providing the test free of charge.

Living DNA will provide DNA testing kits to the NYG&B who will then provide you with the kit for your child/children. The kits are comprised of a mouth swab, barcode and unique kit activation code. Results will be provided back to participants at or around the time of the NYG&B conference in September 2018. NYG&B will then arrange for the swabs to be securely couriered back to our laboratory for testing.

In rare cases, we can't extract enough DNA from the swab, which means we will need to send out another swab in order to do the test again. We will send you an email should this happen. Note that results may be delayed for students who require the test to be taken again.

### **What is the test and how does it work?**

Living DNA's partner laboratory will use advanced technology to read sections of your child's genomic code from their mouth swab. The test will examine over 650,000 DNA markers, using the Living DNA Orion chip. It is important to be aware that the markers that we examine make up only a fraction of all of your child's DNA markers, and this is part of the reason why we say that the test is only an estimate of ancestry. Living DNA do not sequence the entire genome.

We then compare the DNA tested to thousands of DNA samples of people with known ancestry from across the world to provide an estimation of your child's ancestry. We call these samples that we use for comparison our reference database.

With all ancestry DNA tests the results are limited by the reference database each company has. If your child's ancestry is from a specific area where we have no or little reference samples in our database, then our system will assign them ancestry from the nearest genetic area. You and your child should therefore think of their test results as a guide or estimate of their ancestry only, and certainly not as being definitive.

### **What happens with my Child's DNA sample?**

We will destroy both your child's DNA sample and raw genetic data from our systems within 6 months of the Education Program being completed and results delivered. We will continue to store the ancestry results which we provide as part of the Education Program unless you request that it is deleted.

Our laboratory may retain your child's raw genetic data, but they will not be given any information to identify it as belonging to your child, it will simply exist as genetic data. We will destroy the records which we maintain on our system which establish the link between your child and the data held by our laboratory within 6 months.

*At no point will your child's DNA sample be entered into any public genetic database and the information will never be sold nor used for any other purpose than to deliver their results.*

### **Important Information about the DNA test**

You should also be aware that the results of your child's DNA test may suggest that his or her ethnicity is not what you expect. This is important to consider when deciding whether or not your child will participate in the Project.

### **What will you and your child receive?**

You will receive a unique activation code to create a secure Living DNA online portal. This will enable you to activate an account on our secure interactive website. Your child's results will be available on that site to be shared with your child. There will be a separate account for each of your children who participate in the Project. The results will show both your child's recent ancestry and also the deep migration routes from the point we all shared DNA in common.

Your child will also receive their results in September 2018 at a date to agree. The results will be provided to them in a sealed envelope for them to open. They will be free to share their results and to discuss them with the other children and people present.

Further, we expect that that the results will be used in a combined format. By this we mean that your child or children's results will be used with the results of the other Project participants and presented back to everyone in an aggregated form to those who participate in the Project. We will do this in a way that that cannot identify your child; all data will be anonymized. This will enable participants to see the vast diversity of migration amongst the group.

Please note these results are derived from the DNA sample that your child will provide, but your child's genetic data will not be provided to them or to you as part of this Project it will only used to produce their results and will then be destroyed.

### **Your obligations and responsibilities**

#### **IMPORTANT - Our legal responsibility to you and your child**

We will take care in carrying out and providing your child's DNA test. We are responsible for loss or damage your child may suffer and for losses that you necessarily incur on behalf of your child that are a foreseeable result of our not doing what we have promised to do in these Terms, or of our negligence, but we are not responsible for any loss or damage to anyone other than you and your child, or for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it were an obvious consequence of our not doing what we said we would do, or if it were contemplated by you and us at the time you sign this application form.

We do not in any way exclude or limit our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;

#### **IMPORTANT -Your legal 'release' of us**

We are as part of the camp offered by NYG&B, and carry out the test of his or her DNA on the basis that you, on your own behalf and on behalf of your child or children who participate in the Project, release us and our directors, officers, affiliates, employees and agents from and against any and all claims, losses, liabilities, costs, damages and expenses, arising from your child (or children) participating in the Project, having a DNA test, and receiving the results of his, her or their ancestry and where you consent to this the filming of your child receiving their results, and any subsequent publication of those images.

This release shall not apply to the extent that we have a responsibility or liability to you or your child or children as outlined in the paragraph just above, which is headed, 'Our legal responsibility to you and your child'. Your obligations under this clause shall continue even after the Education Project is concluded.

#### **What if I change my mind about my child taking part in this Project?**

You can change your mind about your child taking part in the Project at any time by emailing [education@livingdna.com](mailto:education@livingdna.com). If you let us know before your child has had their DNA test, your child will not be tested. If you let us know after your child has had their test, but before the results have been analysed, we will not analyse your child's test DNA, and will destroy their mouth swab. If your child's DNA has been analysed, we will destroy your child's DNA sample and their results. It is important to let us know if you have changed your mind before we film the children receiving their results and before they take part in any group shots.

#### **What if we need to make changes**

We are committed to delivering this Project with the NYG&B, but we also reserve the right to delay or withdraw the Project. If this becomes necessary, we will notify you using the email address you give us in this application. We may also make changes to the Project, and to how it is delivered. If these changes are material, we will notify you using the email address you give us in this application, or through the NYGBs.

How you may contact us. You may contact us by email at [education@livingdna.com](mailto:education@livingdna.com).

#### **Law and Jurisdiction/Forum**

You agree that the relationship between us, which is formed by you agreeing to your child participating in the Education Program and recorded in these Terms, will be governed by the Laws of England, and that if any dispute should arise out of this relationship, or in connection with these Terms, the Courts of England and Wales shall be the only courts in which legal proceedings can be commenced and proceed.

## Consents and Signatures

Before completing this application form, please take a moment to read our Privacy Statement provided with this form.

### Who can sign this form?

You may sign this form and consent to your child taking part in the Education Program if you are the parent or legal guardian of the child for whom you are signing. If your child is aged 15 years or older, they also need to sign the application form.

## Education Program and Testing Consent

I am the parent or legal guardian of the child or children named below:

Name of child..... Age.....

Name of child..... Age.....

Name of child..... Age.....

### I would like each child named above to participate in the Education Program.

I have read the information which is part of this application, and the Privacy Statement which is attached. I understand the Terms on which the Education Program is being offered. I agree to be bound by those Terms.

### I agree to a DNA test being carried out on each named child above.

I consent to information being collected about me and each named child (including as regards my child, his or her genetic data and DNA test results), and to that information being used, shared and stored as described in this application.

I understand and agree that I will need to setup an account on livingdna.com and register and activate the kits with my own email address.

Name: ..... Relationship to each named child: .....

Address:.....

Signature..... Date.....

## Media Consent

As part of the Project Living DNA, will be filming and taking photos of groups of children and individual children receiving their DNA results and taking part in activities related to the Project. Further details are set out in the attachment headed 'Media Consent'. Involvement in any media activities is optional.

The filming will include;

- children receiving their DNA results
- children sharing and discussing their DNA results
- children opening up and taking the DNA swabs

The footage is then used to feature in a case study video about the Project. Footage will also appear online ([www.livingdna.com](http://www.livingdna.com)) for press purposes where relevant and also on social media as promotion of the Project. Local press organisations have been invited to be present when participants receive their results, and will also film and take photos. With parental/guardian consent they may also conduct interviews of students.

If you give consent for your child to be photographed, filmed or interviewed, the photograph, film or interview will belong to us or the relevant media organisation.

We do not accept any liability for the material that third party journalists publish or choose not to publish.

**You are under no obligation to consent to your child being photographed, filmed or interviewed. Your child can still fully participate in the Education Project if you do not provide your consent.**

**Name of child/children.....**

I have read the information provided in this application about the filming, photography and interviews that will take place when the children's results are provided to them. As well as Living DNA's own activities in this regard, I am aware that local media may also be present.

I consent to my child's participation in interviews, the use of quotes, and the taking of photographs, movies or video tapes of my child/children named above by or on behalf of Living DNA Limited. I understand that the interviews, photographs, movies or video tapes may be shared on social media, and once shared I should assume that they cannot be retrieved.

I also grant to the right to store, edit, use, and reuse said products for non-profit purposes including use in print, on the internet, and all other forms of media. I also hereby release Living DNA Limited and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above.

**Name ..... Signature..... Date.....**

**[ This media consent must be signed and witnessed by the same people who sign the application above]**

## Participant's Consent (where aged 15 or over)

I have read the information which is part of this application. I wish to participate in the Education Programme and to have a DNA test.

**Participant Name ..... Signature..... Date.....**

**Participant Name ..... Signature..... Date.....**

**Participant Name ..... Signature..... Date.....**