

The Sheffield Biorepository
Conditions for accepting human material from _____

MATERIALS TRANSFER AGREEMENT

1. I accept samples of human tissues (the “Material”) on the understanding that they will only be used for research, and that they are provided without warranty as to their properties or fitness for any particular purpose and without any other warranty whatsoever, expressed or implied. Under no circumstances will the samples be used for a project other than the one described in my application, nor may they be sold. Appropriate REC approval, along with relevant consents, shall be obtained should I wish to transfer the samples to a third party. Prior to any transfer I will first verify consent and approval status with the Sheffield Biorepository.
2. Where required by law the ‘Material’ has been obtained from humans with appropriate consent under the Human Tissue Act 2004. The Biorepository has not provided, nor under any circumstances will provide, information that may lead to being able to identify the donor of the relevant material. Any changes to consent at a future date to meet compliance requirements under the Human Tissue Act, in relation to this ‘Material’, must be fully adhered to by the recipient.
3. I agree to use the Material in accordance with good laboratory practice and the highest standards of skill and care, and shall ensure compliance with any applicable laws and regulations governing the transport, keeping and the use of the Material. I will ensure accurate record keeping in order to maintain traceability of relevant material at all stages and for the full duration of custody.
4. I realise that the Biorepository does not screen the tissue or fluids that it procures for the presence of any infectious agents. I am aware of the potential risks in handling such material and hereby give assurance that all procedures employed in the handling, storage and use of the supplied material meet standards set by either Clinical Pathology Accreditation (UK) Ltd or the Health and Safety Executive (or an equivalent governing body if applying from outside the UK). I agree to keep the Material secure and to ensure that no-one other than myself and authorised co-workers have access to the Material. I and the Institution where I am based will indemnify and hold harmless the Sheffield Biorepository against any damages, dispute or injury arising from a failure to maintain such safeguards.
5. I accept responsibility for gaining approval from the appropriate ethics committee for all work performed on Material that I receive from the Sheffield Biorepository.
6. I will at all times abide by the ethical guidelines relating to the use of post-mortem human tissue for research purposes particularly the instructions of the Human Tissue Authority (legally enforceable in England and Wales), and others such as those laid out by The Royal College of Pathologists in "Guidelines for the retention of tissue and organs at post-mortem examination, March 2000" (available at <http://www.rcpath.org>) as well as any other, National Health Service or Medical Research Council guidelines (or an equivalent governing body if applying from outside the UK) and as may be amended from time to time.
7. I shall supply the Sheffield Biorepository information on the use and fate of Material that I have received from them, including the availability of any unused Material. I understand the requirement to execute separate disposal of relevant material from deceased and living donors, as stated in HTA Code of Practice 5.



8. I agree to obtain the written consent of the Sheffield Biorepository if there is any material change to the proposed use of the 'Material' in the study.
9. If work performed on Material supplied by the Biorepository generates ideas, rights, processes or products of potential commercial value, I and the Institution where I am based will enter into a separate agreement with the University of Sheffield and the Sheffield Teaching Hospitals NHS Foundation Trust on all relevant intellectual property issues.
10. I will not sell or transfer to a third party any intellectual property rights arising from work performed on material supplied by the Sheffield Biorepository, without written agreement from the University of Sheffield and Sheffield Teaching Hospitals (NHS).
11. I agree to bear shipping, processing and related costs that may be incurred in relation to the sending of the Tissue to me.
12. I agree to cite the contribution made by the Sheffield Biorepository in the "Materials and Methods" and "Acknowledgements" section of all publications arising from research performed on material that it has supplied and will send copies of such publications to the Sheffield Biorepository manager. The Sheffield Biorepository should be acknowledged in the following manner: "Tissue samples were supplied by the Sheffield Biorepository"
13. The Sheffield Biorepository shall be entitled to use the contents of such publications for the promotion of its work.
14. I agree that the unused Tissue shall be immediately returned (i) in the event that I am in breach of any of the conditions of this Agreement, or (ii) at any other time upon the reasonable written request of the Sheffield Biorepository (e.g. detection of an infection). If the Sheffield Biorepository so dictates, I shall destroy the Tissue instead of returning it.
15. My right to undertake the obligations and give the undertakings detailed in this agreement is confirmed by the signature of an authorised representative of the Institution of which I am an employee.

Signature of the Tissue requester:

Signed:

Name:

Date:

Position Held:

Signature on behalf of the Biorepository:

Signed:

Name:

Date:

Position Held: