



# **TUBAFROST TISSUE TRANSFER AGREEMENT**

1. **Definitions:**
  - a. Provider: A collecting member of TuBaFrost, the European Human Frozen Tissue Bank, which provides the tissue as specified in the TubaFrost request form.
  - b. Recipient: An organization which has requested tissue from the TubaFrost repository.
  - c. Collecting member: An organization, which is participating in TubaFrost by collecting tissue and making tissue available according to the procedures of TubaFrost.
  - d. Tissue: Human biological material taken from patients in the course of a clinical procedure or specifically taken out in order to be used for research purposes.
  - e. The tissue: Tissue which is provided by provider to recipient following the request form and this Agreement
  - f. Research: Scientific research on tissue and related data not involving the use of tissue in human subjects.
  - g. Donor: The patient from which the tissue originates
  - h. TuBaFrost: The European Frozen Tissue Bank as defined (legal entity to be determined).
  
2. **Obligations of provider**
  - a. Provider will provide the tissue and related data as described in the request form as far as possible
  - b. Provider will notify recipient as soon as possible if providing the tissue and/or data meets obstacles, like (but not limited to) the tissue is needed for further diagnostic procedures for the donor, the tissue has become unavailable or has become unsuited for the requested use due to unforeseen circumstances, the tissue cannot be shipped or exported due to applicable regulations.
  - c. Provider will only provide tissue and related data which may be used for the research as specified in the request form according to the regulatory and ethical standards applicable to provider
  
3. **Obligations of recipient**
  - a. The tissue and data will only be used for research as specified in the request form
  - b. Recipient will only use the tissue if so allowed by the regulatory and ethical standards applicable to recipient
  - c. No attempts whatsoever will be made to find the identity of the donor or to derive other data from the tissue as follows from the research described in the request form.
  - d. Tissue and their derivatives shall not be sold, or distributed free of charge to third parties, and can only be used to produce commercial medical products (including the production of cells or cell products for sale) in collaboration and with written permission of the provider and proper consent of the patient.
  - e. Recipient will bear the costs of preparing the tissue as requested in the request form and of handling and shipping the tissue to recipient
  - f. After performing the agreed research the remaining tissue and their derivatives will be returned to provider. The recipient agrees to assume all risks and responsibilities in connection with the receipt, handling, storage, use of the tissue and return shipment of the remaining tissue.

- g. The recipient will pay to the TuBaFrost consortium the costs as set in its rules of procedure for its mediation between provider and recipient.

#### 4. General clauses

- a. Recipient understands that while provider attempts to avoid supplying tissue contaminated with highly infectious agents such as for instance hepatitis and HIV, all tissues should be handled as if potentially infectious. The recipient acknowledges that he is aware of and follows applicable regulations for handling human specimens and will instruct its staff to abide by those rules. The recipient further agrees to assume all responsibility for informing and training personnel in the dangers and procedures for safe handling of human tissues.
- b. The tissue is provided as a service to the research community without warranty of merchantability or fitness for a particular purpose, including that which is described in the request form, or any other warranty, express or implied.  
Provider nor the Tubafrost consortium can be held liable to recipient for any loss, claim or demand made by recipient, or made against recipient by any third party due to or arising from the use of the tissue by recipient, except to the extent permitted by law when caused by gross negligence or willful misconduct by provider.
- c. The recipient hereby agrees to acknowledge the contributions of the European Human Frozen Tumor Tissue Bank (Tubafrost) in all publications resulting from the use of these tissues. Recommended wording to the Acknowledgment or Methods section is as follows: *"The tissue used in this publication was provided by Tubafrost, the European Human Frozen Tumor Tissue Bank Network"*. In case facilities or services were used from the collecting institute(s), beyond the sole activity of issuing tissue, which in addition have contributed to a publication, the persons involved need to be treated as co-authors of that publication.
- d. The undersigned warrant that they have authority to execute this agreement on behalf of respectively provider and recipient.

Name of Recipient \_\_\_\_\_

Division or Department \_\_\_\_\_

Institution \_\_\_\_\_ Date \_\_\_\_\_

Place \_\_\_\_\_

Function of Recipient \_\_\_\_\_

Signature of Recipient \_\_\_\_\_

Name of provider \_\_\_\_\_

Division or Department \_\_\_\_\_

Institution \_\_\_\_\_ Date \_\_\_\_\_

Place \_\_\_\_\_

Signature of Provider \_\_\_\_\_