

BIOREPOSITORY AGREEMENT FOR USE OF SPECIMENS

The recipient/investigator agrees that the specimens provided by the University of Arizona Biorepository will be used only for the purposes specified in this application. The recipient agrees not to attempt to obtain information identifying the individuals providing specimens to the biorepository. The recipient agrees that it shall not sell any portion of the tissues provided by the Biorepository, or products directly extracted from these tissues (e.g. protein, mRNA or DNA). The recipient agrees that it shall not transfer tissue (or any portion thereof) supplied by the Biorepository to third parties without the prior written permission of the Biorepository.

The recipient understands that while the Biorepository attempts to avoid providing specimens that are contaminated with highly infectious agents such as hepatitis and HIV (unless specified), all specimens should be handled as if potentially infectious. The recipient acknowledges that the institution where the tissue will be used follows OSHA regulations for handling human specimens and will instruct their 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.

Specimens are provided as a service to the research community without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. The Biorepository accepts no responsibility for any injury (including death), damages or loss that may arise either directly or indirectly from their use.

The recipient agrees to acknowledge the contributions of the Biorepository in all publications resulting from the use of these tissues. Recommended wording to the methods or acknowledgement section is as follows: "Tissue samples and/or biospecimens were provided by the Biorepository which is funded by the University of Arizona."

When specimens are to be used at State Institutions: The institution agrees to be responsible for any claims, costs, damages, or expenses resulting from any injury (including death), damage or loss that may arise solely from the receipt, handling, storage and use of tissues received from the Biorepository to the extent permitted under the laws of this State. The undersigned warrants that they have authority to execute this agreement on behalf of the recipient institution.

When biospecimens are to be used at U.S. Government Agencies: The US government assumes all risks and responsibilities in connection with the receipt, handling, storage and use of tissues received from the Biorepository. The United States assumes liability for any claims, damages, injury or expense arising from the use of the material or any derivative, but only to the extent provided under the Federal Tort Claims Act (28 U.S.C. Chap. 171).

When biospecimens are to be used by all other institutions: The institution agrees to assume all risks and responsibility in connection with the receipt, handling, storage and use of tissues from the Biorepository. It further agrees to indemnify and hold harmless the Biorepository and the state of Arizona from any claims costs,



damages or expenses resulting from the use of the tissues provided by the Biorepository. The undersigned warrant that they have authority to execute this agreement on behalf of the recipient institution.

Date

BY MY SIGNATURE I AGREE TO THE TERMS SET FORTH IN THE ABOVE AGREEMENT

Typed/Printed Name of PI Recipient Agency

Typed/Printed Name of Official Authorized to Sign for the Agency

Date

Signature of PI Recipient/Date/Division or Department

Date

Authorized Signature of Agency Official/Date

UPON RECEIPT OF THESE SIGNED UNDERSTANDINGS AND THE INFORMATION REQUESTED ABOVE, THE UNIVERSITY OF ARIZONA BIOREPOSITORY WILL CONSIDER THIS REQUEST AND ALL FUTURE REQUESTS FOR SPECIMENS. Specific questions about your application should be directed to our coordinator at (520) 626-5125. Other questions may be directed to the Executive Director, Dr. David T Harris at 520-626-5127.

