

Agreement for the use of Biological Specimens

The recipient/investigator agrees that the biological specimens provided by the 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 tissues 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) without the prior written permission of the biorepository. 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 Emory University Children's Clinical and Translational Discovery Core attempts to avoid providing tissues that are contaminated with highly infectious agents such as hepatitis and HIV, all tissues should be handled as if potentially infectious. If requested samples are infectious they will be labeled accordingly. The individuals who have supplied tissue to the biorepository have not agreed to have clinical tests performed on this tissue (e.g. for the presence of infective agents such as hepatitis), therefore the recipient agrees not to perform such tests on the tissue supplied by the biorepository. 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.

Tissues 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 hereby agrees to acknowledge the contribution of the biorepository in all publications resulting from the use of these tissues. Recommended wording in the methods or acknowledgement section is as follows: Biological samples were provided by the Emory University Children's Clinical and Translational Discovery Core. Other investigators may have received specimens from the same subjects.

When samples 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 warrant that they have the authority to execute this agreement on behalf of the recipient institution.

When samples 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 Emory University Children's Clinical and Translational Discovery Core. 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. Chapter 171).

When samples 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 Emory University Children's Clinical and Translational Discovery Core. It further agrees to indemnify and hold harmless the biorepository, Emory University, and Children's Healthcare of Atlanta 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.

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

Name of Recipient

Division or Department

Signature of Recipient/Date

Authorized Signature/Date

UPON RECEIPT OF THESE SIGNED UNDERSTANDINGS AND THE INFORMATION REQUESTED ABOVE, THE BIOREPOSITORY WILL CONSIDER THE REQUEST AND ALL FUTURE REQUEST FOR TISSUES.

Specific questions about your application should be directed to the director of the biorepository.