

Afdeling Pathologie Erasmus MC Rotterdam			
Tissue Transfer Agreement en klant tevredenheidsformulier			
Document: FO-WSB-022	Versie nr		7
Auteur: M.H.A. Oomen	Uitgifte datum		21-06-2016

TISSUE TRANSFER AGREEMENT



1. Definitions:

- a. Provider: Erasmus MC Tissue Bank.
- b. Recipient: An organization, which has requested tissue from the Erasmus MC Tissue Bank.
- c. 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.
- d. The tissue: Tissue which is provided by provider to recipient following the request form and this Agreement
- e. Research: Scientific research on tissue and related data not involving the use of tissue in human subjects.
- f. Donor: The patient from which the tissue originates

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 Erasmus MC Tissue Bank the costs as set in its rules of procedure for compensation of the costs made by the Erasmus MC Tissue Bank to store, document and retrieve the tissue if the recipient has budgeted these costs in a grant in coordination with the provider.
- h. The recipients takes care of preserving the original lesion remains available and intact in the remainder of the sample unless otherwise agreed with the provider. **If otherwise agreed cross out this obligation h. before signing this agreement.**

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

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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 Erasmus MC Tissue Bank 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 Erasmus MC Tissue Bank 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 the Erasmus MC Tissue Bank"*. 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.

Tissues left over after research has been performed are returned after a standard period of 3 months unless another time period is agreed: _____

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 _____

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Erasmus MC Tissue Bank

Client satisfaction reaction form

You have received services from the Erasmus MC tissue bank and we would like to receive your feedback on the service we have provided to you. Your feedback might be used to improve our services.

Investigator:

Family name:

First name:

Satisfaction:

Could you provide a grading from 1 (very bad) to 10 (the best) for the total service you have received:

What was your most positive experience and the most negative experience.

Your suggestions for improvement of the services:

Thank you very much for taking the time to provide your well appreciated feedback. Your feedback will be recorded in our quality system, for detection of the most common suggestions we must pay attention to.

Please send your filled out feedback form to: p.riegman@erasmusmc.nl; m.oomen@erasmusmc.nl and s.arshad@erasmusmc.nl