

## AGREEMENT FOR USE OF TISSUE

The recipient/investigator agrees that the tissues provided by the Cooperative Human Tissue Network (CHTN) grantees (Duke University, The Ohio State University, University of Pennsylvania, University of Virginia, Vanderbilt University Medical Center and Nationwide Children's Hospital) will be used only in the laboratory of the recipient principal investigator for the research and/or educational purposes specified in this application and shall be used for no other purpose. The recipient agrees not to attempt to obtain information identifying the individuals providing tissues to the CHTN. The recipient agrees that it shall not sell any portion of the tissues provided by the CHTN, or products directly extracted from these tissues (e.g. protein, mRNA or DNA). The recipient agrees that the principal investigator shall not transfer tissue (or any portion thereof) supplied by the CHTN to internal or external third parties without the prior written permission of the CHTN. Transfer of specimens to a third party specifically for analyses pursuant to the experiments named in the initial application do not need to be reported to the CHTN. If the investigator has created a self-replicating experimental model system (cell line, xenograft tumor line) the transfer of the model system does not need permission from the CHTN. Transfer of primary derivatives of CHTN specimens that are not established self-replicating model systems (organoids, extracted nucleic acids, etc.) for purposes not covered by this investigator agreement do not require prior written permission from the CHTN.

The recipient understands that while the CHTN 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. The individuals who have supplied tissue to the CHTN 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 tissues supplied by the CHTN. 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 purpose or any other warranty, express or implied. Neither the CHTN nor the grantees outlined above accepts any responsibility for any injury (including death) damages or loss that may arise either directly or indirectly from their use by recipient.

The recipient agrees to acknowledge the contributions of the CHTN in all publications resulting from the use of these tissues. Recommended wording for the methods or acknowledgment section is as follows: *"Tissue samples were provided by the Cooperative Human Tissue Network (CHTN), which is funded by the National Cancer Institute. Other investigators may have received specimens from the same subjects."*

**When tissue is 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 CHTN to the extent permitted under the laws of this State. The undersigned certify that they have authority to execute this agreement on behalf of the recipient institution.

**When tissue is to be used at U.S. Government Agencies:** The US government assumes all risks and responsibilities about the receipt, handling, storage and use of tissues received from the CHTN. 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 tissue is to be used by all other institutions:** The institution agrees to assume all risks and responsibility about the receipt, handling, storage and use of tissues from the Cooperative Human Tissue Network. It further agrees to indemnify and hold harmless the CHTN, the grantees outlined above, and the United States Government from any claims costs, damages or expenses resulting from the use of the tissues provided by the CHTN. The undersigned certify 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 PI Recipient \_\_\_\_\_

Acknowledgement of PI Recipient \_\_\_\_\_ Date \_\_\_\_\_

Name of Official Authorized to Sign for Agency \_\_\_\_\_

Signature of Agency Official \_\_\_\_\_ Date \_\_\_\_\_

**Upon receipt of these signed understandings and the information requested above, the CHTN will consider this request and all future requests for tissue.** Specific questions about your application should be directed to your regional coordinator. Any other questions should be directed to the NCI Program Director, Dr. Rodrigo Chuaqui at 240-276-5910.