

Human Biomaterials Resource Centre

TERMS FOR UNIVERSITY OF BIRMINGHAM INVESTIGATORS

Date

Name and Address

Dear

HBRC APPLICATION NUMBER

TITLE:

1. Your application (“the Application”) for human biomaterials and associated data (“the Materials”) from the Human Biomaterials Resource Centre (HBRC) in connection with the above project has been reviewed by the HBRC Access Review Panel in accordance with the HBRC Sample and Data Access Policy (“the Access Policy”).
2. The Panel has considered the Application in terms of scientific validity, donor consent, NHS Research Ethics Committee approval, appropriate Research Governance arrangements (including the University’s Code of Practice for Research), availability of samples, compliance with the Human Tissue Act 2004 and other appropriate laws/legislation that cover the use of human biomaterials and associated data in research, any other relevant licences, ethics guidance, and legislation that the University deems to be relevant.
3. I am pleased to confirm that the Panel has agreed that the research described in the Application falls within its remit and has approved the Application. The supply to you of the Materials will be in accordance with the terms of this letter including the Access Policy, a copy of which has previously been provided to you.
4. You will become responsible for the safe and proper keeping of the Materials once they have left the HBRC and you may be required to sign a receipt for all Materials you receive from HBRC. Please notify us as soon as possible if the Materials do not in any way match the specification contained in your Application or if the Materials are not for any reason viable for the purposes set out in your Application, in which case we will endeavour to supply you with suitable alternative materials.
5. With regard to the use of the Materials, you must:
 - 5.1. Only use them for the purposes of the project approved with the Application
 - 5.2. Notify us immediately of any changes to the intended use of the Materials for our approval
 - 5.3. Notify us immediately of any amendment to any project specific NHS Research Ethics Committee approval and comply with such amended approval
 - 5.4. Ensure that all personnel using the Materials are made aware of the terms of this letter in order to be able to comply with their respective obligations and duties
 - 5.5. Not use them for transplant or other clinical purpose as they are not of transplantable quality nor of clinical grade

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- 5.6. Destroy any Materials in the event that the HBRC receives notice that the donor of the Materials withdraws their consent for their use in research and confirm such destruction in writing to HBRC.

6. General obligations

You acknowledge and agree that you will:

- 6.1. comply with ethics guidelines, the Human Tissue Act 2004 and associated Codes of Practice, and all other relevant legislation applicable to the keeping, storage and use of the Materials
 - 6.2. abide by the University's Code of Practice for Research as an employee of the University
 - 6.3. co-operate with the HBRC and provide such information and assistance as they may be necessary arising out of the transfer of the Materials
 - 6.4. not assign, transfer, sell, lease or rent the Materials or any of them to any third party except with the prior written agreement of the HBRC
 - 6.5. keep accurate records regarding the use of the Materials and make such records available as necessary to the University for audit or other purposes.
7. You acknowledge that breach of any of the terms of this Agreement may constitute a breach of the University Code of Practice for Research and may be subject to disciplinary action by the University.
 8. You further acknowledge that breach of the Human Tissue Act 2004 and its associated Codes of Practice may make you personally liable to prosecution under that Act.
 9. You also acknowledge that the Materials may have hazardous properties, contain infectious agents or pose other health and safety risks. The HBRC makes no representations and gives no warranties about the quality or fitness of Material for a particular purpose, or freedom from infection. It is your responsibility to ensure that you have the appropriate safety processes in place for your receipt and subsequent storage or use of the Material.
 10. You must not attempt to identify any individual donor from the Materials provided. In the event that any individual donor is inadvertently identified, you must notify us as soon as possible giving reasonable detail of the circumstances but otherwise not share the identity of that person with anyone else nor attempt to contact that individual.

11. Payment

You will pay the costs of HBRC retrieving processing and dispatching the Materials in accordance with the costs schedule attached to this letter. Those costs may be increased to take account of any increase in operating costs (including inflation) in the event that your project is extended beyond the period for completion of the project specified in your Application. You will receive reasonable notice of such revised costs.

12. Publication

- 12.1. You will acknowledge the HBRC as the provider of the Materials in all publications or presentations relating to research involving the Materials using the following acknowledgement:

Human Biomaterials Resource Centre

"We gratefully acknowledge the contribution to this [study/publication/presentation] made by the University of Birmingham's Human Biomaterials Resource Centre which was originally set up through the Birmingham Science City - Experimental Medicine Network of Excellence project."

12.2. You agree that the title of the project may be published on the HBRC website, together with a lay summary of your work, the names of the other institutions where such work is taking place and if so requested, your name and contact details.

13. At the conclusion of the project, as instructed by us, you will either destroy or return to the HBRC any Materials remaining in your possession or under your control, and if requested, will notify the University in writing of such destruction.

If you have any queries about the above Terms or the Access Policy, please contact me. Otherwise, **please sign and date a copy of this letter where indicated by way of acknowledgement of, and agreement to these provisions, and then return this to me.**

Yours sincerely

Dr Gareth Bicknell
HBRC General Manager

I confirm that I have read the above Terms and acknowledge that they will apply to the transfer of the above Materials.

..... [Signature]

..... [Date]

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COSTS SCHEDULE

Budget code:

INSERT COPY OF COSTS

The costs stated are the costs in effect at the date of this letter.

The University may revise these costs should the project be extended.

SAMPLE