

Institution/Biobank Letterhead

Material Transfer Agreement (MTA) Template

I. Agreement for access to bio-banking materials and data provided by the < Insert Institution Name > as part of an MTA.

The recipient institution, _____, ('Recipient') agrees to assume all risks and responsibility in connection with the receipt, handling, storage, and use of the tissues and data. Recipient further agrees to indemnify and hold harmless the < insert your bio-banks name > from any claims, costs, damages, or expenses resulting from the use of bio-banking samples provided by the < insert your bio-banks name >.

The 'Recipient' agrees that the bio-banking materials provided by the < insert your bio-banks name > will be used for research purposes only. Bio-banking materials will not be sold or used for commercial purposes, nor will they be distributed further to third parties for purposes of sale or producing for sale, cells, or cell products. Furthermore, bio-banking materials will not be used for any research project other than that described in the application to the < insert your bio-banks name >; without re-application to the < Insert your bio-banks name >. Bio-banking materials 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 recipient in receipt of these tissues, also acknowledge full responsibility for informing and training all personnel in the dangers and procedures for safe handling of all bio-banking materials.

II. Agreement to conduct preliminary tests on test material

The 'Recipient' understands that the < insert your bio-banks name > will only prepare and ship selected project material after a small trial shipment of test cases has been sent to the 'Recipient' to test the delivery mechanism and assay reliability on < insert your bio-banks name > material. Confirmation of successful receipt and assay performance with this test set is necessary before the < insert your bio-banks name > will release project specific material.

III. Agreement to provide payment for costs

The 'Recipient' agrees to reimburse the < insert your bio-banks name > for costs involved in the collection, storage, and release of material as outlined in the appended user fee schedule..

IV. Agreement to return data to the <insert your bio-banks name>

The 'Recipient' hereby agrees to make the raw study data available to the < insert your bio-banks name > in a data format agreed with the Director. The 'Recipient' will submit data from the project to the < insert your bio-banks name > within 1 year of receipt of the materials or concurrently with the date of any publication arising from the use of these materials, which ever occurs first. The 'Recipient' understands that the < insert your bio-banks name > will append these data to the cases utilized. The recipient understands that data may be used for future case selection and research.

V. Acknowledgement Agreement

The 'Recipient' hereby agrees to make the study results available to the scientific community and to acknowledge the contributions of the < insert your bio-banks name > in all publications resulting from the use of these tissues. The suggested acknowledgement statement is "This

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study was supported by the < insert your bio-banks name > < city, province>, a member of the Canadian Tissue Repository Network”.

Signed for and on behalf of the by it's duly authorized officer: _____	I, _____ have read and understood the foregoing agreement and understood my responsibilities as the Principle Investigator.
Printed name: _____	Printed name: _____
Division / Department: _____	Division / Department: _____
Date signed: _____	Date signed: _____

Required supporting documentation:

- A copy of the REB/IRB approval certificate:
appended ____ or to follow by e-mail ____

- A copy of the granting / funding agency approval letter:
appended ____ or to follow by e-mail ____

FOOTNOTES

The philosophy of the < insert your bio-banks name > dictates that tissue is only released in the form of thin sections (5-20um) to ensure amortization of each tissue block across multiple projects. Supplies & Reagents: Additional charges may be applied on a cost recovery basis to cover the cost of specific reagents used for individual projects (e.g., special tubes, coated slides etc) and these are available on request

Shipping: Charges for shipping (usually by Fed-Ex) will vary by location and nature of the tissue batches. Note that although a single shipment would be cheaper, it is our policy to ship large case cohorts in several shipments for logistical and security reasons.