Human Samples and Data Transfer Agreement ("Agreement")

BETWEEN:	AND
_____, and having offices at _____ ("**Recipient Institution**")	**The University of British Columbia,** a corporation continued under the *University Act of British Columbia* and having offices at 103 – 6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3 ("**UBC**") And **Provincial Health Services Authority** (on behalf of Children's & Women's Health Centre of British Columbia Branch, a public hospital) having its research administrative offices at A2-146, 950 West 28th Avenue, Vancouver, British Columbia, Vancouver, British Columbia Canada V5Z 4H4 ("**PHSA**") (UBC and PHSA are referred to together as "**PROVIDER**")
RECIPIENT Investigator: _____ (together with Recipient Institution: "RECIPIENT")	**PROVIDER Investigator:** Dr. Suzanne Vercauteren or Dr. Jonathan Bush

Name of Study ("Study"): _____	
UBC File Number: _____	
RECIPIENT REB or IRB ("Research Ethics Board") File Number for the Study: _____	**Provider REB File Number: H13-03111**

WHEREAS, PROVIDER has established a biobank facility at PHSA (the "BCCH Biobank"); and

WHEREAS, RECIPIENT has submitted an application to the BCCH Biobank for access to human tissue samples and related data ("Material and Data"), as specified in the Schedule attached to this Agreement as Schedule "A" (the "Study").

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. This Agreement, effective as of the last date of signature below, is entered into between the Parties to govern the transfer of the Material and Data from PROVIDER to RECIPIENT for use in the Study, in compliance with applicable laws. PROVIDER retains the right to refuse transfer of the Material and Data requested.

2. PROVIDER will prepare and furnish to RECIPIENT the Material and Data in accordance with the *Freedom of Information and Protection of Privacy Act R.S.B.C. 1996 c. 165.* PROVIDER specifically warrants that transfer of the Material and Data by PROVIDER will be in compliance with REB approved subject informed consent forms ("ICFs") provided by the individuals from whom the Material and Data was collected, or terms of an REB Waiver of Consent ("REB Waiver"), as applicable (incorporated herein by reference). Material and Data will not be transferred until (1) RECIPIENT provides PROVIDER with a copy of the REB approval for the Study; and (2) the BCCH Biobank Steering Committee ("Committee") has approved the transfer of the Material and Data. RECIPIENT will not use the Material and Data until RECIPIENT obtains a copy of the PROVIDER's REB approved ICF or REB Waiver, as applicable.

3. ANY MATERIAL TRANSFERRED HEREUNDER IS EXPERIMENTAL IN NATURE, MAY HAVE HAZARDOUS PROPERTIES, UNKNOWN CHARACTERISTICS, OR CARRY INFECTIOUS AGENTS AND MUST BE USED IN APPROPRIATE CONTAINMENT CONDITIONS. THE MATERIAL IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. PROVIDER MAKES NO REPRESENTATION

OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIAL AND DATA, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, PROVIDER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS ARISING OUT OF OR RELATED TO THE FOREGOING EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

4. RECIPIENT will store and use the Material in a certified facility with an appropriate biosafety containment level to safely receive, manipulate and store the Material, in accordance with the Public Health Agency of Canada, Canadian Biosafety Guideline.

5. RECIPIENT will use the Material and Data in compliance with all applicable laws, regulations, and biosafety standards; and will specifically only use the Material and Data for the conduct of the Study in accordance with the BCCH Biobank Policy as approved by the Committee, the permitted uses of the Material and Data specified in the applicable ICFs or REB Waiver, or otherwise as required by law. No right, title or interest in and to the Material and Data is granted or implied to the RECIPIENT hereunder.

6. The Parties acknowledge and agree that each Party will be responsible and liable for any damage or loss to the extent that such damage or loss arises as a result of its own negligence or willful or wrongful acts or omissions in carrying out this Agreement. No Party (the "**First Party**") will be liable to any other Party (the "**Second Party**") for any damage or loss that results from the use by the Second Party or third party of the Material and Data transferred under the Agreement, except to the extent that the damage or loss arises from the gross negligence or willful misconduct of the First Party.

7. RECIPIENT will appropriately acknowledge the PROVIDER Investigator and the BCCH Biobank in any publication or presentation of the results of the Study. RECIPIENT shall include the following statement in its publication acknowledgement "Specimens for this study were provided by the BC Children's Hospital Biobank, Vancouver, BC, Canada".

8. RECIPIENT will not include any individually identifying information associated with the Material and Data in any publication or presentation of the results of the Study. RECIPIENT will write or prepare any such publications or presentations in such a way that no individuals from whom the Material and Data have been obtained can be identified and no linkages can be made between the Material and Data, and any personal information that is publicly available from other sources.

9. RECIPIENT will use appropriate safeguards to prevent any accidental or unauthorized use, disclosure, loss, destruction, or alteration of the Material and Data and RECIPIENT will promptly report to the PROVIDER any such accidental or unauthorized use, disclosure, loss, destruction, or alteration of which RECIPIENT becomes aware, and any breach of this Agreement.

10. RECIPIENT will not use the Material and Data to identify or contact the individuals from whom such Material and Data were collected.

11. RECIPIENT will, after the conclusion of the Study or upon request of the Committee, return to PROVIDER or securely destroy the Material and Data. PROVIDER may conduct audits of the RECIPIENT concerning the maintenance of appropriate security safeguards to ensure compliance with this Agreement.

12. RECIPIENT will give access to the Material and Data only to its staff with a need to know for the purpose of conducting the Study, and who are bound by RECIPIENT to comply with the terms of this Agreement.

13. This Agreement may be signed in counterparts, and each counterpart may be delivered by facsimile or signed PDF by email. Each counterpart will constitute an original, and when taken together, will constitute one and the same instrument.

RECIPIENT INSTITUTION	**PROVIDER INSTITUTION**
_____ Name: _____ Title: _____ Signature: I have authority to bind the organization.	**The University of British Columbia** Name: John-Paul Heale Title: Managing Director, UILO Date: Signature: I have authority to bind the organization.
	Provincial Health Services Authority Name: Dr Stuart Turvey Title: Interim Senior Executive Director, BC Children's Hospital Research Institute Date: Signature: I have authority to bind the organization
RECIPIENT INVESTIGATOR	**Read and Acknowledged by PROVIDER INVESTIGATOR (s)**
Signature: Date: Name:	Signature: Date: Name: Dr. Suzanne Vercauteren Signature: Date: Dr. Jonathan Bush

Schedule A

Study

<Please provide a summary of the request (samples and data), REB #, and Approval Certificate in this space provided>