# Material Transfer Agreement, versie 3

***Definitions:***

a. PROVIDER: Stichting Laboratorium Pathologie Oost-Nederland, a legal entity existing under the laws of The Netherlands, having its principle place of business at Boerhaavelaan 59, 7555 BB, Hengelo (OV), The Netherlands, for this matter legally represented by XXX, hereafter also referred to as LabPON.
b. RECIPIENT: XXX, a legal entity existing under the laws of The Netherlands (of ander land) having its principle place of business at XXX (straat, postcode, plaats, land), for this matter legally represented by XXX
c. Material: defined as XXX (fresh frozen human tissue, formalin-fixed-and-paraffin-embedded (FFPE) tissue blocks, microscopic slides, patient related data) for the XXX (name of the study) our reference W-number, as further specified by RECIPIENT in the request form, will be provided by PROVIDER.
d. Request form: the "AANVRAAGFORMULIER DEELNAME PATHOLOGIE AAN WETENSCHAPPELIJK ONDERZOEK", should be completed and submitted by RECIPIENT prior to approval of the scientific research proposal by the scientific committee("Commissie Wetenschappelijk Onderzoek") of the Stichting Laboratorium Pathologie Oost-Nederland

In response to RECIPIENT's request for the above identified Material, RECIPIENT and its principal investigator agree to the following, before RECIPIENT will receive the MATERIAL:

1. The above defined Material, made available as a service to the research community, will remain under the custodianship of LabPON. Therefore, LabPON retains responsibility for the handling of the Material and related Information. No rights or licenses are granted by LabPON under this agreement either expressly or by implication. Nothing contained within this Agreement shall restrict LabPON's right to use the Material and the Information in any way it wishes, or to distribute the Material and/or Information to other commercial or non-commercial entities.
2. The Material will be used for research purposes only, as further specified in the Request form. Federa regulations for Human Tissue and Medical Research "Code of Conduct for responsible use" (2011) are applicable to the Material. In case of anonymized data, RECIPIENT shall make no attempts whatsoever to identify the donor or to derive other data from the Material and Information.
3. If an individual from whom Material and/or related information was obtained and provided to RECIPIENT, objects against the use of this Material, RECIPIENT is required to promptly, within one month, return the Material and/or related information to LabPON and refrain from using all preliminary data that were obtained from this Material.
4. The Material and/or LABPON's confidential information concerning the Material will not be further distributed to others without written permission from LabPON.
5. The Material and/or LabPON's confidential information concerning the Material will not be used for forensic investigations, unless summoned by judicial authorities. If such a situation arises, RECIPIENT is required to inform LabPON before any action is taken.
6. RECIPIENT agrees to pay for the costs for transportation and preparation of the Material as specified in the Request form.

7. RECIPIENT agrees to acknowledge LabPon as the source of the Material in any manuscripts reporting on the RECIPIENT's use of it when agreed on forehand and in case of a substantial contribution. Copies of all such manuscripts shall be given to LabPON no later than the day of submission for publication.
8. In no event shall LabPON be liable for any use, storage and disposal of the Material, and RECIPIENT hereby agrees to defend, indemnify and hold LABPON harmless from any loss, claim, damage, expense, or liability which may arise from RECIPIENT's use, storage and disposal of the Material, except to the extent that such loss, damage or liability is the direct result of LABPON's gross negligence or wilful misconduct.
9. RECIPIENT agrees to use the Material and Information in compliance with the research protocol, as further specified in the Request form, and in compliance with all laws, regulations, statutes and guidelines which are applicable to the RECIPIENT's use of the Material. Since not all of the Material's characteristics are known, it should be used with caution and prudence.
10. RECIPIENT is aware that the Material is obtained from human subjects in the course of routine medical procedures and can be shared for scientific research purposes. However, in case of FFPE material without Informed Consent, RECIPIENT agrees to ensure that the original lesion **remains present** in the returned formalin fixed and embedded material.
11. Upon termination or expiration of this agreement, or if RECIPIENT does not intend to use the Material any longer, or upon the earlier request of LabPON, RECIPIENT shall promptly return the Material to LabPON.
12. RECIPIENT agrees to return the MATERIAL promptly after use and no later than 6 months after receipt of the material, unless agreed otherwise after written request. Termination shall not relieve RECIPIENT of his obligations under this Agreement.
13. This agreement will be governed by the laws of The Netherlands. Any disputes concerning its execution will be put before the competent district court of Almelo.

**RECIPIENT**
(investigator)

Name:

Institution:

Department or Division:

Place:

Date:

Signature of RECIPIENT:

**STICHTING LABORATORIUM PATHOLOGIE OOST-NEDERLAND**

On behalf of the scientific committee:
Dr. C.A. Hulsbergen-van de Kaa, MD, PhD / Dr. M. Brinkhuis, MD, PhD

Place: Hengelo

Date:

Signature (representative of scientific committee):

**LABORATORIUM PATHOLOGIE OOST-NEDERLAND**
Boerhaavelaan 59
7555 BB, Hengelo (OV)
The Netherlands