



USA Health Biobank
Application Form

I. Agreement for Use of Biospecimens Provided from the USA Health Biobank.

I hereby agree that the biospecimens provided by the USA Health Biobank will be used for research purposes only. The biospecimens are provided as a service to the USA research community without warranty or merchantability of fitness for a particular purpose or any other warranty, express or implied. I agree to pay for all biospecimens received and services rendered by the USA Health Biobank according to the fees described in the *USA Health Biobank User Fees*.

Biospecimens shall not be distributed, bartered, traded and/or sold further to third parties and may not be taken or sent from the University of South Alabama (USA) to another Institution at any time and under any circumstances. Collaborations with investigators from Institutions outside of USA must be approved before the initiation of the study.

II. Agreement to Share Data obtained with the USA Health Biobank.

In order to maximize the value of the USA Health Biobank biospecimens, it will be requested to the researcher to share any data obtained from the USA Health Biobank biospecimens, along with a record of the biospecimen used and protocols used to obtain the data. This shared information will help the USA Health Biobank to build Biospecimen Panels with molecular data from available USA Health Biobank biospecimens, as a tool to offer for cancer research and drug discovery to the University basic and clinical researchers. I understand and agree to cooperate with this requirement.

III. Biospecimen of Human Origin Agreement.

I understand that although the USA Health Biobank attempts to avoid supplying biospecimens (tissues and fluids) contaminated with highly infectious agents such as hepatitis, HTLV-III, etc., all biospecimens should be handled as if potentially infectious. The USA Health Biobank accepts no responsibility for any injury (including death), damage or loss that may arise either directly or indirectly from the use of these specimens. I assume all risks and responsibility in connection with the receipt, handling, storage and use of the biospecimens. I, as the investigator receiving these biospecimens, also ASSUME FULL RESPONSIBILITY FOR INFORMING AND TRAINING ALL PERSONNEL IN THE DANGERS AND PROCEDURES FOR SAFE HANDLING OF THESE AND ALL OTHER HUMAN TISSUES AND FLUIDS. I further agree to indemnify and hold harmless the USA Health Biobank from any claims, costs, damages or expenses resulting from any injury (including death), damage or loss that may arise from the use of the biospecimens provided by the USA Health Biobank.

IV. Acknowledgement Agreement

I hereby agree to acknowledge the contribution of the USA Health Biobank in all publications resulting from the use of these biospecimens.

BY MY SIGNATURE I AGREE TO THE TERMS SET FORTH IN AGREEMENTS I - IV ABOVE:

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Division or Department: _____

V. Are you a member of the USA Health College of Medicine and /or Hospitals? _____

VI. Will any biospecimen you receive from the USA Health Biobank support projects funded through extramural sources? If you answered “yes,” please list below all grants which utilize biospecimens supplied by the USA Health Biobank (this information will be useful to record the usage of the tissue or fluid material):

<u>Grant # or Identification</u>	<u>Funding Sources (Agency)</u>	<u>Period Support</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If you answered “no,” are you conducting research with these biospecimens to obtain preliminary data for a grant proposal? If so, please list below all grant applications that will be submitted that will utilize biospecimens supplied by the USA Health Biobank:

<u>Grant # or Identification</u>	<u>Funding Sources (Agency)</u>	<u>Period Support</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If you answered “no,” are you conducting research with these biospecimens to obtain supporting data for a future publication? _____

VII. USA Investigators who wish to receive patient information through the USA Health Biobank must have USA IRB approval. A copy of IRB approval should be provided to the USA Health Biobank before receiving any patient information. If you do not have this approval, it can be obtained through submission to the IRB Committee (Human Use). All investigators from outside of the USA will need a Business Associate Agreement and approval of the USA Health Biobank Utilization Committee.