**MATERIAL TRANSFER AGREEMENT**

**Relating to the transfer of tissues relevant to the Human Tissue Act 2004**

This document relates to the transfer of biological tissue as defined by, and in relation to, the Human Tissue Act 2004.

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| **Start Date** |  |
| **End Date** **(if applicable)** |  |
| **Recipient** | Name: Address: Email: Telephone:  |
| **Provider** | Name: Prof. Federico RoncaroliAddress: Manchester Brain Bank, Salford Royal NHS Foundation Trust, Clinical Sciences Building, Stott Lane, Salford, M6 8HDEmail: federico.roncaroli@manchester.ac.ukTelephone: +44 (0)161 206 2329 |
| **Relevant material** |  |
| **Reason for transfer** |  |
| **Responsibility for delivery costs** |  |
| **Responsibility for arranging delivery** |  |
| **How will the material be used** | Please attach a copy of documentation indicating ethical approval for tissue use, **or**, indicate why ethical approval is not needed. |
| **How is the research project being funded** |  |
| **Recipient's Principal Investigator** | Name: Address: Email: Telephone:  |
| **Recipient’s HTA Designated Individual (DI)**(Where applicable) | Name: Address: Tel: Email:  |
| **Provider’s Principal Investigator** | Name: Prof. Federico RoncaroliAddress: Manchester Brain Bank, Salford Royal NHS Foundation Trust, Clinical Sciences Building, Stott Lane, Salford, M6 8HD.Email: federico.roncaroli@manchester.ac.ukTelephone: +44 (0)161 206 2329 |
| **Provider’s HTA Designated Individual (DI)** | Name: Dr Rob Oliver Address: Salford Royal NHS Foundation Trust, 3rd Floor, Mayo Building, Stott Lane, Salford, M6 8HD. Tel: +44 (0)161-206-3204Email: rob.oliver@manchester.ac.uk  |

**Introduction**

The Agreement covers any Human Tissue or material that includes Human Cells (this includes, but is not limited to biopsy material, blood, saliva, sputum, urine, faecal material). A full definition can be obtained from the Human Tissue Authority web site at <http://www.hta.gov.uk>.

Responsibility for completion of this MTA rests with the Provider, who should also keep a copy of the completed agreement as a record of when the material was transferred and to whom. Systems should be in place to ensure samples can be tracked from dispatch by the Provider to receipt by the Recipient.

This agreement does not preclude the need to adhere to other relevant regulatory or legal requirements relating to the supply, receipt, storage, use and disposal of the material.

Any breach of the terms of this MTA must be notified to the other party immediately.

**Governing Law**

A Material Transfer Agreement is a legally binding private contract between the Provider of the tissue and the Recipient, limiting the right of the Recipient to work with materials except under terms agreed by both parties and in compliance with the Human Tissue Act 2004. The Provider and Recipient agree that all research, handling, storage and transfer of tissue relevant to this Agreement will be in accordance with all relevant Codes of Practice as published on the Human Tissue Authority website: <http://www.hta.gov.uk/guidance/codes_of_practice.cfm>. This Agreement is subject to English law and exclusive interpretation by the English courts.

**Provider**

The Provider agrees to provide the material detailed above on the basis that it has been collected, handled and stored in compliance with the terms of the Human Tissue Act 2004. In particular, the Provider assures that the material has been taken with informed consent for the use specified, that a record of this has been maintained and that this record will, if required, be provided to the relevant regulatory authorities. The material is supplied without warranty as to its properties, merchantable quality or fitness for any particular purposes and without any other warranty whatsoever, expressed or implied.

**Recipient**

The Recipient agrees to receive the material on the basis that it will be handled, stored, used and disposed of by suitably qualified agents in accordance with good laboratory practice, local policies and the terms of the Human Tissue Act 2004. The Recipient must ensure that all efforts are made to secure the integrity and security of the material, and that it is used efficiently and appropriately. In particular the material will only be utilised for the purposes specified in this Agreement, which are authorised according to the corresponding donor consent forms and patient information sheets. Furthermore, the Recipient shall not dispose of any material leftover without the Provider’s agreement and shall ensure that the method of disposal is in accordance with the donor’s wishes as expressed in the donor consent forms and patient information sheets.

If applicable, the general consent forms should be provided in conjunction with this Agreement to include any specific requests by the donor. In this Agreement “the material” shall include any and all material, documents and information that the Provider may provide to the Recipient.

The Recipient agrees to indemnify the Provider in respect of any claims and liabilities which arise from any use by the Recipient of the material.

The Recipient agrees to conform to any requests to provide information on how material has been stored and used and disposed of, and to return any remaining material at any time, if so requested by the Provider, the donor, the donor’s representative or the regulatory authorities.

**Ethical Approval**All research projects must have gained approval from a relevant NHS Research Ethics Committee unless it is being provided by a tissue bank with designated authority from an NHS Research Ethics Committee to approve projects in its own right. A copy of the relevant page of the approved ethics application, and final ethics approval letter must accompany this Agreement.

**Delivery Methods**Delivery must take place in a manner that will ensure the security and integrity of the samples during transit. A system should be in place to ensure that material has been received safely, and stored appropriately.

If Recipients of the material suspect it to be incomplete, inaccurate or of compromised integrity, they should inform the providing organisation immediately.

**Confidentiality**The Recipient must not disclose any information whatsoever with regards to the material and its use, to anyone other than the authorised personnel carrying out the investigation, without the prior written approval of the Provider. Information with regards to the material must only be utilised for the use indicated.

Any legal rights regarding access or retrieval by the donor or their representative must be complied with. The material must only be used for the purpose consented to by the donor.

The Provider and Recipient must operate in accordance with the Data Protection Act 1998.

**Collaborative Work**This Agreement does not permit the Recipient to transfer or distribute any part of the materials or any extracts, replications, summaries or derivatives thereof to any third party without prior approval of the Provider and any relevant NHS Research Ethics Committee. The Recipient is not at liberty to use the material for their own commercial gain.

**Funding Arrangements**All funding arrangements for the project using the material provided must be transparent.

**Publishing and Dissemination**The Recipient must acknowledge the contribution of the Provider of the material in any publication that may result from use of the materials. Advance copy of any paper, including student work (e.g. theses), to be published must be sent to the Provider for review. The Manchester Brain Bank should be acknowledged in the following manner:

**“Tissue samples were supplied by The Manchester Brain Bank, which is part of the Brains for Dementia Research programme, jointly funded by Alzheimer’s Research UK and Alzheimer’s Society.”**

**Intellectual Properties**If there is any potential Intellectual Property (IP) likely to arise from the use of material this must be discussed with the Provider, and the IP policy of the Provider must be adhered to.

**Hazardous Materials**The Provider shall inform the Recipient of any known biological hazards associated with the sample, and the Recipient takes responsibility for the appropriate management and handling of the sample.The Provider assumes the Recipient operates in line with all relevant national Health and Safety laws and regulations including COSHH. The Provider makes no assurance relating to the safety of the material.

**Signatures**
The signature of the Principal Investigator and Designated Individual (or Sponsor or Employer when there is no Designated Individual) of the receiving organisation signifies the Recipient’s acceptance of the above by signing and dating two copies of this Agreement and returning both copies to the Provider. Upon receipt of two completed and signed copies of this Agreement, and any other documents required, the material will then be sent to the Recipient.

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| **Recipient’s Principal Investigator:**Signature: Name (print): Date:Title/Position: | **Provider’s Principal Investigator:**Signature:Name (print): Professor Federico RoncaroliDate:Title/Position: Director of Manchester Brain Bank. |
| **Recipient’s Sponsor or Employer:**Signature: Name (print): Date:Title/Position: | **Provider’s Designated Individual:**Signature:Name (print): Dr Rob OliverDate Title/Position: Designated Individual |