



BC Cancer Agency
CARE & RESEARCH



LEUKEMIA/BONE MARROW TRANSPLANT PROGRAM
OF BRITISH COLUMBIA
Division of Hematology

RESEARCH CENTRE

**Hematology Cell Bank of British Columbia (“HCB”) Linked Projects
Material Transfer Agreement**

Please review, complete, sign and submit by fax (604-875-5419) or mail:

*Hematology Cell Bank Coordinator
Vancouver General Hospital, Blackmore Pavilion, 6th floor
855 West 12th Avenue
Vancouver BC Canada V5Z 1M9*

Issued by HCB Linked Project Principal Investigator (“Project PI”):

_____ date

Linked Project Title:

Materials:

Required supporting documentation:

- Copy of REB/IRB approval certificate for this project
- Copy of granting/funding agency approval letter
- Copy of VCHRI approval letter

Document sent by:

- | | | |
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| email | fax | mail |
| email | fax | mail |
| email | fax | mail |

LABORATORY SHIPPING ADDRESS			
Name of Shipping Contact		Room & Building Numbers	
		Room:	Building:
Department & Institution			
Street Address		City	Province
			Postal Code
Telephone		Fax	
Additional Special Instructions:			



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I. Agreement for access to samples and de-identified data provided by the British Columbia Cancer Agency Branch a branch society of the Provincial Health Services Authority under the Society Act (British Columbia) and having an office at 600, West 10th Avenue, Vancouver, British Columbia, Canada, V5Z 4E6, herein represented by the Technology Development Office of the Provincial Health Services Authority (“BC Cancer”) and Vancouver Coastal Health, an academic based health care system having its research administrative offices at VCH Research Institute, West 10th Avenue, Room 3665, in the City of Vancouver, in the Province of British Columbia, V5Z 1M9 (“VCH”) as part of an MTA or Collaborative Agreement.

The recipient institution, _____, (“Recipient”) agrees to assume all risks and responsibility in connection with the receipt, handling, storage and use of the samples and/or data (Materials). Recipient further agrees to indemnify and hold harmless the BC Cancer & VCH from any claims, costs, damages or expenses resulting from the use of the Materials provided by BC Cancer & VCH to the Project.

The Recipient agrees that the Materials to be provided by BC Cancer & VCH’s Hematology Cell Bank (“HCB”) to the Project will be used for research purposes only. Materials and their products shall not be sold or used for commercial purposes, nor will the hematopoietic stem cells or extracted material be distributed further to third parties for purposes of sale or producing for sale, cells or cell products. Furthermore, the Materials or extracted material will not be used for any research project other than that described in the application to the HCB; without re-application to the HCB. The 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 Materials, also acknowledge full responsibility for informing and training all personnel in the dangers and procedures for safe handling of these and all Materials.

II. Agreement to conduct preliminary tests on test material

The Recipient understands that the Project PI will only prepare and ship selected Materials after a small trial shipment of test cases has been sent to the Recipient to test the delivery mechanism and assay reliability on the Materials. Confirmation of successful receipt and assay performance with this test set is necessary before the HCB will release project specific Materials.

III. Agreement to provide payment for costs

The Recipient agrees to reimburse BC Cancer & VCH, HCB and/or the Project for costs involved in the collection, storage, and release of Materials as outlined in the appended user fee schedule [project dependent].

IV. Agreement to return data to the HCB linked project

The Recipient hereby agrees to make the raw study data (“Data”) available to the HCB Project in a data format agreed with the Project PI. The Recipient will submit Data from the Project to the Project PI within one (1) year of receipt of the Materials or concurrently with the date of any publication arising from the use of these Materials, whichever occurs first. The Recipient understands that the Project PI 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 HCB in all publications resulting from the use of these Materials. The use of human Materials and related clinical data must be



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acknowledged in any public presentation or publication. The following statement must be quoted: "The _____ and related clinical data used in this project was provided by the Hematology Cell Bank of British Columbia with Research Ethics Board Approval".

The Recipient will notify the HCB Coordinator of all publications resulting from the use of these Materials.

Attn: HCB Coordinator – Nerkeza Andjelic
Vancouver General Hospital, Blackmore Pavilion, 6th floor
855 West 12th Avenue
Vancouver BC Canada V5Z 1M9

VI. Counterparts

This Agreement may be executed in counterparts, each of which shall be an original as against either party whose signature appears thereon, but all of which taken together shall constitute one and the same instrument. An executed facsimile or electronic scanned copy of this Agreement shall have the same force and effect as an original.

Signed for and on behalf of the British Columbia Cancer Agency Branch by its duly authorized officer: Per: _____ Sarah Jane Lee Director, Technology Development Office Date: _____	Signed for and on behalf of the _____ by its duly authorized officer: Per: _____ Name: _____ Title: _____ Date: _____
Signed for and on behalf of the Vancouver Coastal Health Authority by its duly authorized officer: Per: _____ Dr. W. Robert McMaster Vice President Research Date: _____	Acknowledged by Hematology Cell Bank Principal Investigator _____ Dr. David Sanford Date: _____
I, _____ have read and understood the foregoing Agreement and understand my responsibilities as the Recipient Principal Investigator of the Project: _____ Name: Division/Department: Date: _____	I, _____ have read and understood the foregoing Agreement and understand my responsibilities as the Principal Investigator of the Hematology Cell Bank Linked Project: _____ Name: Division/Department: Date: _____

FOOTNOTES

All HCB sample users and researchers must follow the Standard Operating Procedure for the Hematology Cell Bank of BC Guidelines for Researchers. This is available on the HCB website.