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Oxford Centre for Histopathology Research (OCHRe) and Oxford Radcliffe Biobank (ORB)

Terms and Conditions of Sample and / or Data Access

1. The requestor agrees that the samples and / or data provided by OCHRe or ORB will be used only for the purposes specified in this application. Further use of the same material for subsequent research must be sought independently of the original application.
2. Samples and / or data supplied may only be transferred to collaborators named at the time of the original application or in subsequent applications and specified in the Material Transfer Agreement or later amendments. This includes derivatives of the material (e.g. protein, RNA or DNA).
3. Samples will be supplied with a minimum dataset, unless additional data is available and requested. All samples are coded-linked and no donor identifiable data will be provided. The requestor agrees not to attempt to identify any individual from the materials supplied.
4. The requestor assumes all responsibility for ensuring that samples and / or data are used in accordance with:
 - a. the ethical approval and host organisation / sponsor approvals, including appropriate handling of material when approvals expire; and
 - b. the current requirements of the Human Tissue Authority or applicable regulations if outside England, Wales and Northern Ireland.
5. Requestors external to the University of Oxford and Oxford University Hospitals NHS Trust may be required to complete a Material Transfer Agreement before samples and / or data are released.
6. Requestors are required to pay a fee to cover costs associated with retrieval, processing and dispatch of samples and / or data. A quotation will be provided and no work will be undertaken until a Purchase Order or written confirmation of payment is received.
7. If patient consent is withdrawn for issued samples and / or data, recipients will be informed of the relevant numbers and asked to destroy any unused samples and / or associated data and certify that they have done so. Results obtained from samples that have already been used for research need not be destroyed. The fee is non-refundable if consent is withdrawn.
8. OCHRe and ORB attempt to avoid providing samples that are contaminated with highly infectious agents such as hepatitis and HIV, however all samples should be treated as potentially infectious. The requestor assumes all responsibility for training personnel in the procedures for safe handling of human samples.
9. The samples and/or data are provided as a service to the research community without warranty of merchantability or fitness for a particular purpose or use or any other warranty or representation, whether express or implied.
10. The requestor will ensure that any publication or presentation that is based (in whole or in part) on any materials obtained via OCHRe or ORB will include the following standard acknowledgement: "*We acknowledge the contribution to this study made by the Oxford Centre for Histopathology Research and the Oxford Radcliffe Biobank, which are supported by the NIHR Oxford Biomedical Research Centre.*" Recipients will be advised if samples have been sourced from a specific collection that must also be

acknowledged. Recipients should provide a copy of any publications based on data or samples from the collection to ORB.

11. Study titles will be published on the ORB website, together with lay summaries and the names of institutions where the work is taking place (unless agreed otherwise e.g. for confidentiality purposes).

Additional information regarding release of diagnostic material

1. The original diagnostic formalin-fixed paraffin-embedded tissue blocks from the Oxford University Hospitals Trust NHS Cellular Pathology archive will NOT be released for research, unless the patient has specifically consented for use of their diagnostic material (e.g. within some clinical trials). Material (e.g. sections / cores / scrolls) from the original diagnostic tissue blocks will be offered as an alternative.
2. If specific patient consent is in place and tissue blocks are required, the material from the Oxford University NHS Trust Cellular Pathology diagnostic archive will be loaned for the period of the ethical approval for the study, or as stated in the clinical trial / study contract. Requestors are required to return samples prior to the end of the stated loan period or ethical approval.
3. Requestors will be required to return samples if they are required for clinical purposes at any point. Samples must be returned within 5 working days of the request being made.
4. Samples must not be used to extinction by the requestor, unless this is specifically stated in advance and agreed in writing.

Terms of payment

1. Services provided by OCHRe and ORB will be charged according to the work involved.
2. A quotation will be provided upon approval of application. This quotation is valid for a period of 30 days and is exclusive of VAT.
3. The quotation price is approximate, and representative of the services requested in the application. If additional costs are anticipated once the quotation has been issued this will be agreed with the requestor before further work is undertaken.
4. Depending upon the size and complexity of the request, OCHRe or the requestor may request that a contract is put in place before work is undertaken.
5. Each application will incur a handling charge and this will be included on the quotation. Subsequent requests / amendments to the original application will usually incur an additional handling charge.
6. No material will be provided or work undertaken until OCHRe is in receipt of a Purchase Order or written details of payment. Purchase orders should be addressed to NDCLS, Accounts Payable, Level 4, Academic Block, John Radcliffe Hospital, Headington, Oxford, OX3 9DU.
7. Payment terms are strictly 30 days from receipt of invoice. Invoices will be issued by the Nuffield Department of Clinical Laboratory Sciences, University of Oxford.