

AGREEMENT FOR USE OF TISSUE

The recipient/investigator agrees that the tissues provided by the Canine Comparative Oncology and Genomics Consortium (CCOGC) will be used only for the purposes specified in this application. The recipient agrees not to attempt to obtain information identifying the individuals providing tissues to the CCOGC. The recipient agrees that it shall not sell any portion of the tissues provided by the CCOGC, or products directly extracted from these tissues (e.g. protein, mRNA or DNA). The recipient agrees that it shall not transfer tissue (or any portion thereof) supplied by the CCOGC to third parties without the prior written permission of the CCOGC.

The recipient understands that while the CCOGC attempts to avoid providing tissues that are contaminated with highly infectious agents, all tissues should be handled as if potentially infectious. The recipient acknowledges that the institution where the tissue will be used follows OSHA regulations for handling biohazardous specimens and will instruct their staff to abide by those rules. The recipient further agrees to assume all responsibility for informing and training personnel in the dangers and procedures for safe handling of biohazardous tissues.

The tissue provided by CCOGC is provided on “as is” basis and as a service to the research community. CCOGC makes no warranties, expressed or implied and specifically disclaims any warranty of merchantability or fitness for particular purpose.

Except as provided herein, CCOGC shall not be responsible for any damages, whether or not foreseeable, resulting from the use of the tissue regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise. CCOGC shall not be liable for any incidental, indirect, special or consequential damages whether or not CCOGC has been advised of the possibility of such damages.

Notwithstanding any other provision to the contrary, CCOGC’s sole and cumulative liability for any and all claims related to the provision of tissue shall not exceed the total of all amounts paid to CCOGC for the provided tissue.

Neither CCOGC, nor any of its respective affiliates, trustees, directors, employees, agents, or representatives assumes any responsibility or liability for the use of (or further distribution of, if any) tissue by recipient or principal investigator. Recipient agrees to assume all risks and responsibility in connection with receipt, handling and storage and use of tissue. Recipient further agrees to indemnify, defend and hold harmless CCOGC from any claims, costs, damages or expenses resulting from use of the tissue by recipient. Once the tissue passes from CCOGC to recipient there will be no reimbursement either in funds or tissue.

The recipient agrees to acknowledge the contributions of the Canine Comparative Oncology and Genomics Consortium in all publications resulting from the use of these tissues. Recommended wording to the methods or acknowledgement section is as follows: *“Tissue samples were provided by the Pfizer Canine Comparative Oncology and Genomics Consortium Biospecimen Repository. Other investigators may have received specimens from the same subjects.”*

When tissue is to be used at State Institutions: The institution agrees to be responsible for any claims, costs, damages, or expenses resulting from any injury (including death), damage or loss that may arise solely from the receipt, handling, storage and use of tissues received from the CCOGC to the extent under the laws of this State. The undersigned warrants that they have authority to execute this agreement on behalf of the recipient institution.

When tissue is to be used at U.S. Government Agencies: The US government assumes all risks and responsibilities in connection with the receipt, handling, storage and use of tissues received from the Canine Comparative Oncology Consortium. The United States assumes liability for any claims, damages, injury or expense arising from the use of the material or any derivative, but only to the extent provided under the Federal Tort Claims Act (28 U.S.C. Chap. 171).

When tissue is to be used by all other institutions: The institution agrees to assume all risks and responsibility in connection with the receipt, handling, storage and use of tissues from the Pfizer Canine Comparative Oncology and Genomics Consortium Biospecimen Repository. It further agrees to indemnify and hold harmless the Canine Comparative Oncology and Genomics Consortium Inc. from any claims costs, damages or expenses resulting from the use of the tissues provided by the CCOGC. The undersigned warrant that they have authority to execute this agreement on behalf of the recipient institution.

BY MY SIGNATURE I AGREE TO THE TERMS SET FORTH IN THE ABOVE AGREEMENT

Typed Name of PI Recipient

Agency

Typed Name of Official Authorized to Sign for the Agency

Signature of PI Recipient/Date _____ Division or Department

Authorized Signature of Agency Official/Date _____