UNIVERSITY OF THE BALEARIC ISLANDS

KIDNEY STONE BIOBANK

SAMPLE AND DATA TRANSFER AGREEMENT

RESEARCH PROJECT:
Name:
Project promoter or funder:
Project reference:
Depositary or Principal Investigator:
Telephone No.:
E-mail:

SAMPLE SOURCE INSTITUTION
Institution name:
Legal representative of the institution:
Telephone No.:
E-mail:

Agreement between the RESEARCHER, Dr ……holding ID document……., affiliated with……., and BICUIB to transfer samples and/or data stored at BICUIB, which sets out the following:

1.- Purpose of the sample transfer

The aforementioned researcher undertakes to use the transferred samples/data to carry out the research project entitled ……., which has received a positive assessment by the BICUIB External Committees.

2. Requested samples and/or data

The following will be transferred …….. to performed the aforementioned research project.

3. Commitments undertaken by the researcher

3.1. The principal investigator for the project entitled …….. confirms that said project has received prior approval by the Clinical Research Ethics Committee at the centre where the study will be undertaken.

3.2. The researchers undertake to use the samples and/or data exclusively for the aforementioned research project. Their use for any other purpose that is not stipulated in the project indicated in section 1 is strictly prohibited.

3.3. The researchers undertake to ensure traceability for the samples and/or data.

3.4. For the purposes of the research team and study to perform, the transferred samples and/or data are codified, and they will in no way have access to the encoding system that could lead to patients being identified. In signing this Transfer Agreement, BICUIB shall establish the most appropriate procedure to manage the clinical data associated with the samples, without this including the patient identity code.

3.5. The objectives for which the samples and/or data are required will be:

a) ……

b) ……

……..

The principal investigator for this project confirms that these objectives are included in the documentation submitted to the Clinical Research Ethics Committee at the centre where the study will be undertaken, and that all of them have been approved by said committee.

3.6. The researchers shall exclusively use the samples and/or data in compliance with the objectives set out in point 3.5 of this Transfer Agreement and which have received a positive assessment report.

3.7. Where there are leftover samples, the researchers shall not transfer these to any other researcher or research group. The leftover samples shall be sent to BICUIB, which shall decide on whether to destroy or store them.

3.8. The researchers shall notify BICUIB about any change that may occur in the research objective for which the samples and/or data were requested, or in the event of leftover samples, any new research project that the same researchers will perform and which will require prior approval from BICUIB.

3.9. The researchers undertake to comply with what is set out in the internal operating regulations of BICUIB with regard to the transfer of biological samples and the authorship policy at BICUIB.

3.10. The researcher undertakes to notify findings from the research study by sending a results summary to BICUIB. In the event of publication, BICUIB shall receive a draft of the publications referring to the delivered samples and/or data.

4. Assessment and monitoring

BICUIB reserves the right to obtain reports from the research team regarding use of the samples/data, and monitor the results obtained with them.

5. Failure to comply with the commitments acquired by the researcher

In the event of failure to comply with what is set out in point 3, the BICUIB External Committees shall be informed in order to take relevant action.

6. Sample delivery schedule

BICUIB undertakes to start preparing the samples and/or data for delivery to the researcher as soon as possible after this agreement is signed.

In no circumstance shall BICUIB be liable for costs arising from sample delivery to the researcher.

The signatories below state their agreement and accept the activity liabilities set out herein, signing this document in witness whereof

For the BIOBANK:	**For the RECIPIENT Institution:**
Biobank Legal Representative*: Signature: (Name and surname(s)) Date:	Legal representative of the institution*: Signature: (Name and surname(s)) Date:
Biobank Scientific Director: Signature: (Name and surname(s)) Date:	Lead Researcher for the Project: Signature: (Name and surname(s)) Date:

* If the Legal Representative is the same person at both institutions, the signature is not required.