SPECIMENS TRANSFER AGREEMENT (STA)

FOR SHIPMENT OF BIO-SPECIMENS FROM ZIMBABWE

(For Research use only)

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SPECIMENS TRANSFER AGREEMENT (STA)

FOR SHIPMENT OF BIO-SPECIMENS OUTSIDE ZIMBABWE

(For Research use only)

THIS SPECIMENS TRANSFER AGREEMENT FOR SHIPMENT OF BIO-SPECIMENS (here-in-after

"the Agreement") is made this _____ Day of _____*Between*

(NAME)_____representing _____
(here-in-after referred to ***"THE PROVIDER"***) of one part;

And

(NAME)_____representing (_____
(here-in-after referred to as "***THE RECIPIENT"***) of the other part.

Under this agreement it is agreed between parties that the specimens to be transferred pursuant to this agreement are only for research use only;

1. It is further agreed that bio-specimens for research could also be transferred between parties to this agreement only through the conditions as stipulated in this agreement.

2. Under this agreement it is agreed between parties that the specimens to be transferred pursuant to this agreement are those to be used for research purposes only for which prior approval from the Provider Institutional Review Board (IRB) and Recipient IRB has been granted.

3. Under this agreement it is agreed that transfer to third parties are not allowed.

NOW THEREFORE in consideration of the mutual benefits to be derived and the presentations and warranties, conditions and promises herein contained, and intending to be legally bound, the parties hereby agree to the following articles:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATIONS

1.1 Definitions

"Agreement" is the contract to effect "The Specimens Transfer from the Provider to the Recipient for Research Use Only"

"Bio-specimens" in this agreement are those specimens which are specified in **Annexure 1** which forms part of this agreement.

"Collaborator" is an associate who works jointly with others towards a common goal, especially in an intellectual endeavour.

"Permit-issuing Organisation" is any legal authority under the law to issue permits and/or to conduct scientific research or to do any activity collateral to that scientific research or matters connected thereto.

"Permit" are all consents, approvals, authorisations, notifications, concessions, acknowledgements, licences, permits or similar items required to be obtained from any permit-issuing organisation.

"Provider" is an organisation providing the specimens.

"Provider Scientist" is the lead scientist responsible for the study and is based at the organisation from which the samples are being obtained.

"Recipient" is an organisation to whom the specimens are transferred.

"**Recipient Scientist**" is the lead scientist responsible for the study and is based at the organisation to which the samples are being transferred.

"Research" is the systematic investigation (including development, testing and evaluation) designed to discover or contribute to a body of generalisable knowledge. as detailed in Annexure 2

"The Law" is any applicable statute/Act of parliament of the Republic of Zimbabwe, which is relevant to any scientific research or activity. This shall include subsidiary legislations, rules and regulations made pursuant to that specific Act of parliament.

"**Third Party"** in this agreement means any other party that was not initially one of the collaborators in the original protocol.

ARTICLE II

TRANSFER OF THE BIO-SPECIMENS

2.1 Specimens to be transferred;

Subject to the terms and conditions of this Agreement, the PROVIDER agrees to transfer the BIO-SPECIMENS and the RECIPIENT agrees to receive the specimens as identified in the "***Annexure 1"*** to this agreement.

2.2 OBLIGATIONS

2.2.1 Obligations of the RECIPIENT

It is hereby agreed that there shall be the following conditions to the agreement binding the RECIPIENT;

2.2.1.1 That the RECIPIENT agrees to use, store or dispose of the BIO-SPECIMENS in

compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human subjects

2.2.1.2 That subject to the law RECIPIENT shall use the BIO-SPECIMENS for the agreed research only.

2.2.1.3 That the RECIPIENT shall not transfer or distribute the BIO-SPECIMENS to any third party (such as Repositories or Bio-banks) without a prior written consent of the PROVIDER IRB.

2.2.1.4 That the specimens remain in the custody of the RECIPIENT.

2.2.1.5 That subject to Article IV of this agreement, the RECIPIENT assumes all liabilities for damages which may arise from use, storage and disposal of the BIO-SPECIMENS.

2.2.1.6 That the RECIPIENT shall all the time acknowledge the source of the BIO-SPECIMENS in any publications.

2.2.1.7 That the RECIPIENT shall sign three copies of this Agreement and return two signed copies to the PROVIDER. One copy for the PROVIDER and one copy shall be kept by the PROVIDER IRB.

2.2.2 Obligations of the PROVIDER

It is hereby agreed that there shall be the following conditions to the agreement binding the PROVIDER;

2.2.2.1 That the PROVIDER agrees to transfer the BIO-SPECIMENS agreed in *"**Annexure1"*** in compliance with all applicable statutes and regulations.

2.2.2.2 That the PROVIDER shall transfer the BIO-SPECIMENS upon receipt of all approvals by all relevant authorities or bodies in Zimbabwe

2.2.2.3 That to the extent of the availability of the specimens, the PROVIDER may agree to use of the BIO-SPECIMENS, under a separate agreement with another RECIPIENT for research purposes only.

2.2.3 Shared Obligations of the PROVIDER and the Recipient

It is hereby agreed that there shall be the following conditions to the agreement equally binding both the PROVIDER and RECIPIENT;

2.2.3.1 That subject to this agreement, the PROVIDER and RECIPIENT assumes all liabilities for damages which may arise from transfer of the BIO-SPECIMENS

ARTICLE III

COSTS AND PAYMENT ARRANGEMENTS

That the BIO-SPECIMENS provided shall not be sold. A fee solely to reimburse the PROVIDER for its preparation, distribution, administrative and permit costs may be levied by the RECIPIENT.

ARTICLE IV

WARRANTIES

Any BIO-SPECIMENS delivered/transferred pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER or RECIPIENT as the case may be on either side MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE BIO-SPECIMENS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

ARTICLE V

PERMITS, LICENCES AND APPROVALS

Prior to commencement of this agreement, PROVIDER and RECIPIENT shall, at their own expense:

(a) Make or cause to be made all necessary applications for the consents to the PERMIT-ISSUING ORGANISATION(S) as the case may be and shall diligently pursue all such applications and shall use all reasonable efforts to maintain the consents in effect once obtained ; and

(b) Give all required notices and allow all required inspections under all consents obtained by them in connection with that transfer. The information supplied in the applications shall be complete and accurate and shall satisfy the substantive and procedural requirements of the applicable laws of the Republic of Zimbabwe or the other country to which or from which the BIO-SPECIMENS are transferred.

ARTICLE VI

TERMINATION

(a) The **PARTIES** reserve the right to terminate the Agreement (upon reasonable written notice) if there is a default on the part of the other PARTY.

(b) The Agreement shall also be terminated by PERMIT-ISSUING ORGANISATION if the PARTIES to the agreement contravene the law.

ARTICLE VII

APPLICABLE STATE LAW, SEVERABILITY

The rights, obligations and remedies of the **PARTIES** as specified under the Agreement will be interpreted and governed in all respects by the laws. Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of Zimbabwe, the validity of the remaining provisions will not be impaired.

This Agreement is effective when signed by all parties and when express written approval has been obtained from the MRCZ. The Authorized Officials executing this Agreement certify that they are the legal representatives of their respective organizations, authorized to sign on behalf of their respective organizations for the purpose of binding said organizations to the terms of this Agreement, for the transfer specified above.

ARTICLE VIII

ARBITRATION CLAUSE

That in the event of any dispute between PARTIES to this agreement the PARTIES in dispute shall mutually approach the Research Council of Zimbabwe (RCZ) as an arbitrator who is not PARTY to the agreement and whose decision shall be final and binding.

IN WITNESS WHEREOF the **PARTIES** hereto have signed this document in the presence of the witnesses and at the places and on the dates set opposite their respective signatures.

PROVIDER SCIENTIST

_____

Full Name Signature Date

WITNESS _____

Full Name Signature Date

WITNESS _____

Full Name Signature Date

Authorized Official: _____

(if different from PROVIDER SCIENTIST) Full Name Signature Date

Organization:_____

Address:_____

_____

RECIPIENT SCIENTIST _____

Full Name Signature Date

WITNESS:-_____

Full Name Signature Date

WITNESS:-_____

Full Name Signature Date

Authorized Official:_____

(if different from RECIPIENT SCIENTIST) Full Name Signature Date

Organization: _____

Address:_____

_____

PROVIDER IRB CHAIRPERSON_____

Full Name Signature Date

Authorized Official:_____

(if different from IRB CHAIRPERSON) Full Name Signature Date

IRB:_____

Address:_____

_____

Annexure 1: DETAILS OF THE INTENDED RESEARCH MUST INCLUDE THE FOLLOWING:

1. **Summary of the intended use of the Biospecimens including methods specifying the volume/quantity of specimens.**

2. **Justification for shipment of the specimens.**

Annexure 2: DESCRIPTION OF THE BIO-SPECIMENS PURSUANT TO ARTICLE II, CLAUSE 2.1 AND OTHER PROVISIONS OF THIS AGREEMENT.

Annexure 3: PLANS FOR LEFTOVER SPECIMENS.