

User Agreement for Investigators

The following agreements are necessary to obtain tissue from OSUWMC Autopsy Services:

- The recipient/investigator agrees that the tissues provided by the Autopsy Services will be used only for the purposes specified in their submitted research protocol.
- If the investigators do not have specific patient consent and authorization to obtain identifiable specimens, the specimens must be de-identified. The signed forms and a current IRB (or equivalent) approval letter for the research must be sent to the OSUWMC Autopsy Services before tissue can be distributed.
- When tissues are de-identified, the recipient agrees to not attempt to obtain information linking the patients with their specimens.
- The recipient agrees that it shall not sell any portion of the tissues provided by OSUWMC Autopsy Services, or products directly extracted from these tissues (e.g. protein, mRNA or DNA).

The Investigator also agrees that he/she understands and acknowledges the following:

- The recipient understands that while the Autopsy Services attempts to avoid providing tissues that are contaminated with highly infectious agents such as hepatitis and HIV, all tissues should be handled as if potentially infectious.
- The individuals who have supplied tissue to OSUWMC Autopsy Services have not agreed to have clinical tests performed on this tissue (e.g. for the presence of infective agents such as hepatitis), therefore, the recipient agrees not to perform such tests on the tissues supplied by Autopsy Services.
- The recipient acknowledges that the institution where the tissue will be used follows OSHA regulations for handling human 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 human tissues.
- The recipient understands that tissues 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. OSUWMC Autopsy Services accepts no responsibility for any injury (including death) damages or loss that may arise either directly or indirectly from their use.
- The recipient agrees to acknowledge the contributions of OSUWMC Autopsy Services 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 Ohio State University Wexner Medical Center, Department of Pathology, and Autopsy Services. 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 OSUWMC Autopsy Services to the extent permitted 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 OSUWMC Autopsy Services. 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 Autopsy Services. It further agrees to indemnify and hold harmless the Autopsy Services and the United States Government from any claims costs, damages or expenses resulting from the use of the tissues provided by the Autopsy Services. 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 Principal Investigator

Typed Name of Official Authorized to Sign for the
Institutional Review Board

Signature of Principal Investigator Date

Authorized Signature

Date

Name of Institution

Division Receiving Specimens

UPON RECEIPT OF THESE SIGNED UNDERSTANDINGS AND THE INFORMATION REQUESTED ABOVE, OSUWMC AUTOPSY SERVICES WILL CONSIDER THIS REQUEST AND ALL FUTURE REQUESTS FOR TISSUE.

For specific questions, contact OSUWMC Autopsy Services at 614-247-7485.