The ORIGINS Project
Material Transfer Agreement (MTA)

The ORIGINS Project has collected Biological Information provided by ORIGINS Participants. The ORIGINS Executive acts as custodian of all Biological Information. A Researcher is requesting the release of Biological Information for use in an approved research Sub-Project, as described in the Attachment. The ORIGINS Project is willing to supply the Researcher(s) with the Biological Information under the terms and conditions of this Material Transfer Agreement.

This MATERIAL TRANSFER AGREEMENT is made between The ORIGINS Project (acting for THE ORIGINS PROJECT EXECUTIVE) and the RECIPIENT RESEARCHER (referred to as the Researcher)

……..

Print name (recipient Researcher) *Institution/Organisation*

on behalf of all other Researchers from the ……

Sub-Project Title

……..

Hereafter referred to collectively as "Parties" and individually as "Party". It is agreed by the Parties as follows:

ORIGINS Policies and Procedures

1. The Researcher(s) and other relevant personnel involved in the Sub-Project have read and will abide by the ORIGINS Project Collaboration Policy.

Access to Biological Information Provided by The ORIGINS Project

2. The Researcher(s) agrees to assume all risks, responsibility, and liability in connection with the receipt, handling, storage, and use of the Biological Information. The Researcher(s) further agrees, to the extent permitted by the laws of its state, to indemnify and hold harmless the ORIGINS Biobank and ORIGINS Project from any and all claims, costs, damages, demands, suits, expenses, or other liability resulting from the use or disposal of Biological Information provided by the ORIGINS Biobank.
3. The Researcher(s) agrees that the Biological Information provided by the ORIGINS Biobank will be used for research purposes only. Furthermore, the Biological Information may only be used strictly within the confines of the Sub-Project described in the Attachment, and only for research that has appropriate ethical approval.
4. The Researcher(s)' right and license to use the Biological Information is not transferable. The Researcher(s) will not transfer, sell, loan, or otherwise provide the Biological Information in whole or in part to third parties for any purpose.

5. The Researcher(s) will not use the Biological Information or any parts thereof for any commercial purpose or any purpose that is subject to consulting or licensing obligations to third parties. Biological Information will not be sold or used for commercial purposes, nor will it be distributed further to third parties for purposes of sale or producing for sale, cells, or cell products. Biological Information cannot be transferred between, provided to, or disclosed to any other person not indicated on the Research Proposal and *Sub-Collaboration/ Letter Agreement*.
6. The Researcher(s) must treat as confidential information all Biological Information and must take all reasonable and necessary precautions to restrict access to researchers who are directly involved in the Sub-Project and who are placed under an obligation to observe the terms of this Agreement.
7. The Researcher(s) will retain the Biological Information in a secure location(s) at the Researchers organisation(s) and will not permit the Biological Information or any part of it to come into the possession or control of any organisation or any individual other than those who are involved in the Sub-Project described in Attachment under direct supervision of the Researcher(s). The Researcher(s) will ensure that suitable systems are in place for the tracking of Biological Information while in their possession.
8. To the fullest extent permitted by law, the Biological Information is 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.
9. The Researcher(s) in receipt of the Biological Information, also acknowledges full responsibility for informing and training all personnel in the dangers and procedures for safe handling of all Biological Information. The Researcher(s) will use the Biological Information in accordance with good laboratory practice and the Researcher(s) will be responsible for complying with all applicable legislation, regulations and relevant standards in relation to the use of the Biological Information.

Return of Data to the ORIGINS Database and Biobank

10. The Researcher(s) hereby agrees to make the raw Sub-Project Biological Information or derivatives available to the ORIGINS Database and/or Biobank in a format and condition agreed with the ORIGINS Data Manager and Biobank Manager.
11. The Researcher(s) will submit Data or derivatives from the Sub-Project in accordance with that which is outlined in the *Sub-Collaboration Agreement/Letter Agreement*. The Researcher(s) understands that the ORIGINS Project will incorporate the Sub-Project Data, Biological Information or derivatives into its Database and Biobank and that these may be used for future research.
12. The Researcher(s) must arrange (at their expense) for the disposal or destruction of all Biological Information (including derived information, samples and variables) at the completion of the Sub-Project. This might include destruction of a sample as requested by a participant upon withdrawal.
13. When returning Data to the ORIGINS Database, the Researcher(s) must provide the ORIGINS Data Manager with adequate documentation concerning new Data and variables (including statistical programs) to permit their use in future analyses.
14. On request the Researcher(s) will provide the ORIGINS Project (via the ORIGINS Research and Translation team) with fully documented electronic copies of results in relation to the Sub-Project and released Data.
15. The Researcher must agree to return any Biological Information that remain after analyses are complete to the ORIGINS Biobank at the completion of their approved Sub-Project.

Biological Information Security and Maintenance

16. The Researcher(s) must ensure that adequate security measures are taken/in place to safeguard the Biological Information at each location in which it is held and these meet all relevant legislation and regulatory requirements.
17. All Researchers must not attempt to make unauthorised mergers with other ORIGINS Biological Information, including those provided for separately approved Sub-Projects. The Researcher(s) must not link the Biological

Information to other ORIGINS Biological Information or Data held by different Researchers or by the same Researcher(s) for different Sub-Projects.

18. The Researcher(s) must ensure that suitable systems are in place for the tracking of Biological Information while in their possession.

19. Each Party will notify the other as soon as practically possible of any errors found within the Biological Information for core Database and Biobank maintenance.

THIS AGREEMENT is made between THE ORIGINS PROJECT EXECUTIVE acting for The ORIGINS Project and

SIGNED for and on behalf of the ORIGINS EXECUTIVE

Signature ……..

Print name …….. Date ……..

SIGNED for and on behalf of the RESEARCHER(S)

I have read and understood the foregoing Agreement and understood my responsibilities as the Researcher.

Authorised Signature of Researcher ……

Print name …….. Date ……..

Researcher Institution/Organisation Name(s)……

Researcher Institution/Organisation Address(es)……

Required supporting documentation:

- A copy of the signed ORIGINS *Sub-Collaboration Agreement/Letter Agreement* ☐ attached
- Attachment to the ORIGINS *Sub-Collaboration Agreement/Letter Agreement* ☐ attached
- Release of Biological Information form ☐ attached
- A copy of any grant/funding agency approval letter(s) ☐ attached
- A copy of the HREC/governance approval ☐ attached