



## EAZA Biobank Terms and Conditions

### Terms and conditions for sample submission

Obligations of the contributor and warranties of submitted samples:

1. For donated/loaned sample(s), the Contributor of the sample(s) warrants to be the legal holder of the sample(s), and to have the authority to transfer ownership/holding of the sample(s) to EAZA.
2. When donating/loaning sample(s), the Contributor transfers the title of ownership/holding to EAZA upon receipt of the sample(s) and completed Material Transfer Agreement by the receiving Biobank Hub, on behalf of EAZA.
3. The Contributor warrants that the sample(s) have not been:
  - a. stolen or looted from their rightful owners or country of origin;
  - b. obtained by violent means;
  - c. obtained in violation of the legislation of their country of origin (i.e. obtained without the necessary permits);
  - d. exported illegally or illicitly from their country of origin; or
  - e. imported illegally or illicitly into the Contributor's country.
4. So far as possible, the Contributor warrants that the sample(s) was/were collected under the relevant permits and licenses required by national law at the time of collection.
5. So far as possible, the Contributor warrants that any suspected or confirmed infectious, transmissible disease(s) affecting the specimen from which the sample(s) originate has been reported to the receiving Biobank Hub, and any reportable infectious diseases have been reported to the relevant authorities prior to sample transfer.
6. In the event a sample donated/on loan is found to be positive for a reportable infectious disease, EAZA will inform the Contributor of the sample, who is responsible for ensuring national reportable disease requirements are adhered to. EAZA is not responsible for the reporting of said disease, or any consequences to the Contributing institution resultant from the reporting of such diseases.
7. When donating sample(s), the Contributor warrants that it will make no subsequent claim to ownership of the sample(s) following the execution of this Material Transfer Agreement.
8. The Contributor will assume the costs of shipping the sample(s) to the appropriate EAZA Biobank Hub.
9. EAZA acknowledges that unless otherwise stated, the Contributor makes no warranty as to the condition of the sample(s).

Obligations of EAZA and acceptance of the samples

10. EAZA undertakes that it will accept the donation or loan of the sample(s) from the Contributor upon receipt of the samples and completed Material Transfer Agreement by the receiving Biobank Hub, on behalf of EAZA, and will use and manage the items in accordance with the agreed conditions in the EAZA Biobank Terms of Service, which are subject to change.
11. As a loaned sample, use of sample for research projects outside of the scope of the EAZA Biobank Terms of Service will require additional permissions from the Contributor.
12. For donated sample(s) and on loan sample(s), EAZA, through the EAZA Biobank Hubs, will assume all costs of storage and preservation for the items from the date of delivery to EAZA.
13. Transport of the sample(s) from the Contributor to the receiving EAZA Biobank Hub should be scheduled and agreed to in writing between the parties prior to shipment of the sample(s).
14. EAZA acknowledges that sample(s) on loan are still owned by the Contributor and the Contributor is entitled to request those sample(s) be returned. Return of sample(s) will be completed within a reasonable period of time and at the cost of the Contributor.

15. If the Contributor of any loaned sample(s) ceases to exist, the sample(s) will default to EAZA property. It is the Contributor's responsibility to claim the sample(s) back within a period of 3 months from cessation of activity.

#### Conditions of acceptance

16. It is a condition of acceptance of the sample(s) that:
  - a. the basic sample(s) data is/are provided to the EAZA Biobank in a format as defined in this Material Transfer Agreement; and
  - b. the basic data meets the minimum required standards as defined in this Material Transfer Agreement.
17. The sample data will be processed into the appropriate EAZA Biobank database format by the Contributor and/or the EAZA Biobank.
18. If any restrictions apply to any sample(s) or sample data, as indicated by the Contributor, the EAZA Biobank shall comply with such restrictions.

#### Information and Data

19. Unless otherwise agreed to, in writing, between the Contributor and EAZA, EAZA and any subsidiary of EAZA shall be entitled to refer to the Contributor by name as the donor of the items, including but not limited to in response to enquiries. EAZA shall comply with its obligations under the Data Protection Act 1998 and GDPR 2018 in processing personal data.

#### Intellectual Property

20. To the extent that the Contributor owns the intellectual property rights in the sample(s), the Contributor assigns such rights to EAZA.
21. Unless otherwise agreed to in writing between the parties, the Contributor hereby assigns to EAZA, the copyright and any other intellectual property rights in the item data.
22. Unless otherwise agreed to in writing between the parties, the Contributor hereby acknowledges the right of the EAZA Biobank to share basic, relevant sample data from all submitted sample(s) with any of its professional collaborating partners.

#### Ammendments

23. EAZA is authorised to update these Terms and Conditions at any time and will publish any such changes through existing EAZA communication channels.

#### Law and Jurisdiction

24. This Material Transfer Agreement shall be governed by and interpreted in accordance with the laws of The Netherlands and the parties hereby submit to the exclusive jurisdiction of the Dutch courts.