



National Liver Disease Biobank

(DBT-ILBS initiative for Research on Hepatitis C and Liver Diseases)

INSTITUTE OF LIVER & BILIARY SCIENCES

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Memorandum of Understanding

A. Preamble

This agreement governs the transfer of biospecimen and linked data from to **National Liver Disease biobank** at Institute of Liver & Biliary Sciences, New Delhi.

B. Parties

The undersigned, (hereinafter: Recipient) **National Liver Disease Bio Bank** at Institute of Liver & Biliary Sciences (hereinafter referred to as NLDB at ILBS), a Department of Bio Technology, Ministry of Science & Technology (hereinafter referred to as DBT), incorporated, organized and duly existing under the laws of the Govt. of NCT of Delhi, with its principal office at D-1, Vasant Kunj, New Delhi-110070.

And

PI/Institution..... (hereinafter: Provider), organized and duly existing under the laws of the Government of India, with its principal office at.....

Whereas, the Recipient NLDB at ILBS is a Bio Bank established with the aim to facilitate medical care of patients.; NLDB biobank (hereinafter: Recipient) is a non-profit Biobank and is joint venture of DBT and ILBS. National biobank facility established for clinical and basic research in the field of HCV and other liver diseases. NLDB Biobank willing to store Bio-Samples from the provider; the provider is willing to transfer Biosamples along with Clinical annotation and follow-up data to the Recipient.

C. Scope of Supply

The Provider shall provide to the Recipient the Bio-Samples (Blood/Serum/Plasma/Tissue/FFPR Block etc.) along with clinical annotation as follows- as per any clause of sharing policy of NLDB for [Please Choose any clause/ clauses of Sharing Policy Document]

If the provider will provide duplicate samples, ownership is defined as:

- a. Possession of 50% sample will be with PI/Institute
- b. Possession of the rest 50% sample will be with the NLDB
- c. Supply of the biomaterial collected as (a & b) through IRB and patient consent at NLDB will be given to third party after getting permission from the PI/Institute nodal officer (to be defined by the Institute) and NLDB will facilitate/ensure the duly acknowledgment of You/ Your Institute and Co-PI/ Co-authorship of concerned faculty in the scientific development/ articles generated by third party, after the mutual agreement, to protect the IP rights of hospital/faculty.

D. Consent Policy

- a. Provider should be aware that there are personal sensitivities associated with the donation of tissue and be cognizant of this issue before approaching potential participants.
- b. The collection and use of human tissue for research should be undertaken with voluntary and informed consent of competent participants and consent should be obtained in writing.
- c. Consent should also be obtained to collect or access personal and clinical information from medical records.
- d. Consent should be obtained voluntarily, without manipulation, influence or coercion.
- e. In the case of minors or incompetent participants, consent should be obtained from an authorized third party (Legally Acceptable Representative).

E. Material and Information Handling

Provider shall follow established standard operating procedures (SOPs) for all procedures involved in collection, processing and annotated information and follow up of patients.

F. Credits

The provider shall acknowledge the NLDB whenever the provider uses the stored samples at NLDB, in any publications or other public disclosures reporting use of it. The following form of words should be used: *“We acknowledge THE NLDB funded by DBT for the storage and supply of the Samples”*.

G. Expiry/Termination

This agreement shall expire on....., unless earlier terminated by the mutual written agreement of the parties.

The Recipient will be entitled to terminate the Agreement forthwith by written notice to the Provider if:

- a. The Provider commits any breach of a samples provision of this agreement.
- b. The Provider provides/sells samples to third party without consenting NLDB.
- c. On the Completion of the Research Project or on the termination of this agreement, the Recipient will not return the biosamples to the Provider.

H. Retrieval pricing

The standard charges are applicable for retrieving biosamples from NLDB. Since biobank will maintain quality and store samples till they are used.

I. Charges/Payment

There is no charges incurred on the provider if they provide 50% samples to NLDB.

J. Charges for using Biobank services

Charges applicable if and only if the provider uses biobank intellectual services and analytical facilities and will be charged as per actuals (incurred in consumables and manpower hours) on non-profitable basis for....., which will be as per the services availed. [Service list]

K. Applicable law and jurisdiction

This agreement will be governed by and construed in accordance with the Indian Law; parties agree that the Indian courts will have exclusive jurisdiction over any suit, action, proceedings or dispute arising out of, or in connection with, this Agreement.

L. Acknowledgement

For this kind co-operation we will request the researchers to make PI/CO-PI for the biosamples used in their project(s). We will also suggest researchers to acknowledge (.....Institute/PI) and concerned person’s name in the research paper published by them, on the bio-specimens stored from your esteemed organization. We will include PI/Institute and the concerned doctor on our website, brochures, banners, introductory letters and all possible platforms where we will proudly show your co-operation and extreme support in this endeavour.

We will also request and invite your talk over in conferences or seminars arranged by Biobank where your expert opinion can help us all finding solutions for many problems which may help people live a better life in near future.

M. Non-Disclosure of patient’s identity

We are following Health Insurance Portability and Accountability Act of 1996 (HIPPA) and Indian Council of Medical Research, New Delhi Guidelines to protect patient identity and their medical information. We have a robust facility and trained staff to take informed consent, collect and store biosamples with associated data at NLDB. Upon receiving the blood, tissue and/or other biological materials, the research team at the Biobank, NLDB will label the specimen with a secure code that will not use donor’s name or any other Identifying information and will be stored in a secure database. The link will be safe guarded by the Biobank staffs who have signed Confidentiality Disclosure Agreement

For biosamples and associated data received from, patient’s name and rank is not required by NLDB

Signatures
Yours faithfully Accepted and agreed

Authorized Signatory

Authorized Signatory

National Liver Disease Biobank
The Recipient

The Provider