**Full name of the clinical trial:**

**Summary of the clinical trial:**

By this agreement, the investigator and the institution who send the biological material requires the CONSIGNEE institution to agree on the below terms before sending the biological material with a quantity of       which shall be used for       to be dispatched to the address       of      .

1. Delivered Biological materials shall be used only for the above-mentioned purposes or, for secondary purposes which are priorly approved by the CONSIGNOR institution in written.

2. CONSIGNEE cannot provide the biological material to the third parties without prior written approval of the CONSIGNOR institution. CONSIGNEE shall inform the CONSIGNOR regarding the requests that may come from the third parties.

3. Biological materials shall be dispatched by the CONSIGNOR to the CONSIGNEE without the identity information of the individuals.

4. CONSIGNEE shall use the biological materials in accordance with as the United Nations Human Genome and United Nations Human Genome and Universal Declaration of Human Rights.

5. Prior to the dispatch of the biological materials to the CONSIGNEE, informed volunteer consent forms approved by the Ministry of Health and Ethics Committee which belong to the persons for whom the biological material is provided shall have been obtained from each volunteer.

6. CONSIGNEE acknowledges and agrees that the biological materials to be dispatched under this agreement shall be utilized for research purposes and have some hazardous characteristics associated with their usage. CONSIGNOR institution shall not be held responsible for the matters specified in this article.

7. CONSIGNOR and CONSIGNEE shall mutually determine and agree on their rights relating to a joint publication or a patent right that may arise and other rights regarding commercial developments at the beginning of the clinical trial.

8. This agreement shall be terminated in the event of the realization of either one of the following two provisions:

a. If the clinical trial has been terminated,

b. Within 30 (thirty) days as of the delivery of the written notice of any of the parties sent to the other party Other than noncompliance with the agreement clauses, violation of patent rights or risks that may cause hazardous effects on health, in case this agreement is terminated by the written notice of either party as per clause 8 (b), the investigator who provides the material may set a date when the agreement is going to be terminated within a period of up to 1 (one) year upon the request of the CONSIGNEE for not hindering CONSIGNEE’s research.

9. CONSIGNEE agrees to return or dispose of all materials and to evidence such acts accordingly in the event of termination of the agreement.

10. If CONSIGNOR requires a fee for collecting, preparing and sending the biological materials, such fee shall be determined hereunder.

11. Sponsor and the managers of the CONSIGNEE and CONSIGNOR shall be responsible from the execution of this Agreement and performances hereunder. In case of conflict, both countries of the parties’ courts are authorized.

**INFORMATION REGARDING THE INVESTIGATOR SENDING THE BIOLOGICAL MATERIAL**

|  |  |
| --- | --- |
| Name Surname and Title: |  |
| Specialization: |  |
| Institution: |  |
| Address: |  |
| Phone: |  |
| Fax: |  |
| E-mail: |  |

**INFORMATION REGARDING THE CONSIGNEE RECEIVING THE BIOLOGICAL MATERIAL**

|  |  |
| --- | --- |
| Name Surname and Title: |  |
| Specialization: |  |
| Institution: |  |
| Address: |  |
| Phone: |  |
| Fax: |  |
| E-mail: |  |

I read and understood the terms under this agreement. I hereby agree and undertake that I will act in accordance with the terms of this agreement with respect to the dispatched materials.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Consignor Investigator | Consignor Sponsor Company Official or Legal Representative | | Clinic Chief/Head of the Department | Chief Officer of the Institution/Rector or Assigned Person | Consignee Institution Official |
| Name Surname and Title in Handwriting |  |  | |  |  |  |
| Date |  |  | |  |  |  |
| Signature: |  |  | |  |  |  |
|  |  |  |  |  |  |  |

**Note:** Instead of the signature of the consignee representative, a signed “end use certificate” including clauses similar to this agreement’s to be issued by the consignee institution may also be accepted.