

Terms and Conditions for use of ESR COVID-19 Biobank samples

I, _____ have read, understood, and agree with the terms and conditions for using any COVID-19 samples received from ESR's COVID-19 Biobank set out below.

1. I acknowledge that ESR has full discretion to refuse or approve my application to receive COVID-19 specimens or samples from ESR's COVID-19 Biobank ("COVID-19 Biobank samples").
2. If my application to receive COVID-19 Biobank samples is approved by ESR, I agree to obtain and comply with any necessary permits and approvals for using these samples from Ministry of Primary Industries (Authority to move unclassified biosecurity risk goods – including animal, biological and seed - <https://www.mpi.govt.nz/dmsdocument/3135/send>), Environmental Protection Authority (APP204401- <https://www.epa.govt.nz/assets/FileAPI/hsno-ar/APP204401/APP204401-Approval-Document-.pdf>) or any other entity.
3. I will only use any COVID-19 Biobank samples provided to me from ESR's COVID-19 Biobank for the purpose detailed in the 'Project Description' of my application for these samples.
4. I will not share, give or sell such COVID-19 Biobank samples to any third party or use them for any other purpose not specified in the application without prior specific approval from ESR.
5. Any change in the project direction must be communicated in writing to ESR (by emailing covid19.colleition@esr.cri.nz), upon which, ESR reserves the right to cancel my application for COVID-19 Biobank samples and I will dispose of or destroy any COVID-19 Biobank samples at ESR's request.
6. I will not attempt to identify patients from whom any COVID-19 Biobank samples were obtained, nor will I attempt to gain any personal information regarding these patients other than obtained through ESR's COVID-19 Biobank without specific ethical approval (including obtaining any relevant permits).
7. I will comply with the Privacy Act 2020 regarding any personal information I may receive in connection to any COVID-19 Biobank samples. Clinical information pertaining to these patients and pertinent for my research may be requested through ESR's COVID-19 Biobank.
8. ESR has discretion to provide any clinical data that can be retrieved in relation to COVID-19 Biobank samples if such data is pertinent to the interpretation of research and receipt of such data has been ethnically approved.
9. I understand COVID-19 Biobank samples have not been screened for potential pathogens and therefore may result in severe illness or even death if not handled properly. I accept that I am solely responsible for the correct handling of any COVID-19 Biobank samples (including disposal thereof) and will comply with any

safety obligations required by ESR and any relevant laws, regulations and permits. I agree any illness resulting from the mishandling of COVID-19 Biobank samples is not the responsibility or liability of ESR or the sponsors of ESR's COVID-19 Biobank.

10. I understand COVID-19 Biobank samples provided are representative as far as possible of the entity requested. However, diagnostic verification has not been undertaken in all cases. ESR and the sponsors of ESR's COVID-19 Biobank accept no responsibility for the inadvertent provision of inaccurate samples. In addition, while every effort is made to provide high quality material, sample transport prior to storage is an uncontrolled variable which may interfere with sample quality. ESR and the sponsors of ESR's COVID-19 Biobank cannot guarantee that high quality nucleic acids will be obtained from ESR's COVID-19 Biobank samples.
11. I will only make publications or presentations that directly relate to the purpose set out in the 'Project Description' of my application to receive COVID-19 Biobank samples and I will acknowledge ESR's COVID-19 Biobank as the source of samples. Wording of acknowledgment will be in the form of: "We would like to acknowledge ESR's Covid-19 Biobank for the provision of bio specimens for this project. ESR's Covid-19 Biobank is supported and funded by the Ministry of Business, Innovation and Employment."
12. I agree to provide brief update reports to ESR on a 12 monthly basis during my project that utilises COVID-19 Biobank samples. Updates, including copies of any presentations or publications arising from the use of ESR's COVID-19 Biobank samples, should be sent to: covid19.colletion@esr.cri.nz. I agree to notify ESR of any material discoveries relating to ESR's COVID-19 Biobank samples as soon as practicable.
13. I agree to be bound by a Material Transfer Agreement, specifying all conditions of using any COVID-19 Biobank samples; this will be supplied to me once ESR's Covid-19 Biobank governance group has approved my application and before I receive any COVID-19 Biobank samples.
14. I agree that I will not send any COVID-19 Biobank samples outside of New Zealand.
15. I agree that I will not use any COVID-19 Biobank samples for genomic sequencing of human tissue.
16. I agree that I will use approved PC3 facilities if using COVID-19 Biobank samples for research purposes that result in propagation of the viral or cellular material.
17. I will ensure COVID-19 Biobank samples are suitably disposed of at study completion and will be discarded if requested by ESR. This includes ensuring disposal of samples aligns with the requests of the original research participant if known (e.g., karakia requested).
18. I understand that failure to comply with any of the above terms and conditions may result in my application to receive COVID-19 Biobank samples being withdrawn or cancelled and future COVID-19 Biobank applications being refused.

Applicant:

Full Name (printed):

Signature

Date:

Principal Investigator:

Full Name (printed):

Signature

Date: