

**HUMAN ANATOMICAL MATERIAL ACCESS AGREEMENT**

 ***THIS HUMAN ANATOMICAL MATERIAL ACCESS AGREEMENT*** (“Agreement”) is entered into effective as of **the date of last signature** (“Effective Date”), by and between the Regents of the University of Minnesota, a Minnesota constitutional corporation, through its Medical School Anatomy Bequest Program (“University”), and      , a       (“Requester”).

**RECITALS**

 The University has experience, capabilities, and expertise in the conduct of its anatomical materials program including, but not limited to, supplies, equipment, material, and labor, and performance of such is consistent with its educational, and research activities. Those services, which are exclusive to Requester, will be provided by University, its employees, agents, or contractors, in support of educational, and research activities of Requester as required for operations and in compliance with applicable law.

Requester has submitted a proposal, dated      , a copy of which is attached hereto as Exhibit A (“Proposal”), to the University of Minnesota Anatomy Bequest Proposal ReviewCommittee. In the Proposal, Requester has outlined its proposed use for education, research, or scientific advancement, of certain human cadaver anatomical material, which University has received through its Anatomy Bequest Program (“Human Anatomical Material”).

 The University of Minnesota Anatomy Bequest Program Proposal Review Committee has approved Requester’s Proposal and is willing to allow Requester to access the Human Anatomical Material and Specimens for the purposes stated in the Proposal and in accordance with the terms and conditions contained in this Agreement.

 **NOW, THEREFORE**, the parties agree as follows:

**1. Term of Access.** Subject to the terms and conditions of this Agreement, Requester may access the Human Anatomical Material as of the Effective Date until five (5) years from the Effective Date, unless sooner terminated as set out in section 18 below. In the event Requester has proposed a long term loan of human anatomical material, Requester agrees to abide by the provisions of the Anatomy Bequest Program Human Anatomical Material Long Term Loan Policy as set out in Exhibit B below. Terms are based upon availability and the parties agree that, due to availability constraints, the University may not be able to fulfill the number of Human Anatomical Materials as proposed by the Requester.

**2. Incorporation of Proposal.** Requester may access the Human Anatomical Material only for the purposes stated in its Proposal and for no other purpose whatsoever. All Proposals submitted by the Requester during the access term of this Agreement will be governed by this Agreement. The Parties intend that Proposals shall be limited to the Requester’s use of the Human Anatomical Materials. The terms and conditions of any Proposal submitted by Requester in connection with the services provided under this Agreement shall not supersede or contradict this Agreement.

**3. Compliance with Conditions of Access, Policies, Procedures, and Laws and Regulations**. Special conditions of access, if any, are attached hereto as Exhibit B and incorporated herein. Requester shall comply with such special conditions, if any. Requester also shall ensure that any third party access to Human Anatomical Material shall be consistent with the University’s policies and procedures and the terms of this Agreement, attached hereto and incorporated herein as Exhibit C; and all applicable state and federal laws and regulations (“Laws”) regarding Human Anatomical Material, including Laws relating to transportation, storage, and treatment upon the conclusion of the use. Additionally, the Anatomy Bequest Program will not be able to support requests for the retention of any unused anatomical material

**4. Insurance and Indemnification**.

Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University, Workers Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than $1,000,000 each claim/$3,000,000 each occurrence; and (ii) as to Requester, General Liability insurance in an amount no less than $1,000,000 each occurrence/$2,000,000 annual aggregate. Certificate of all insurance detailed above shall be furnished to the other party upon request.

Requester shall defend, hold harmless, release and indemnify University and each of its Regents, officers, employees, and agents (each referred to as a “University Indemnitee”) from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to, reasonable attorneys’ and investigative fees) imposed upon, incurred by or asserted against a University Indemnitee directly or indirectly arising from or relating to Requester’s use of the Human Anatomical Materials; provided, however, that Requester shall not be liable under this indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses caused by a University Indemnitee’s intentional, wanton, or willful conduct. Company shall obtain consent from University’s Office of General Counsel for any settlement to which the University would be a party.

**5. Cost Recovery**. Requester shall reimburse University for University’s costs of providing the Human Anatomical Material as set forth on Exhibit D. Payment shall be due within thirty (30) days from date of invoice. University reserves the right to change reimbursement rates upon thirty (30) days’ notice. No refunds will be allowed for anatomical material that were requested but not accessed during the study.

**6. Reassignment.** Human Anatomical Materials, which Requester receives from the University shall not be reassigned, transferred, or otherwise given to any third parties without prior written consent of the University. Requester may not assess charges to a third party for access to Human Anatomical Material provided by the University unless the charges are passed through without inflation or any other adjustment.

**7. Assignment.** Requester may not assign this Agreement in whole or in part, by operation of law or otherwise, without University’s prior express written consent. Any such permitted assignment will not, in any event, release Requester from its obligations hereunder.

**8. Right to Control Custody.** University solely maintains the right to control the custody of Human Anatomical Material allocated to the Requester. When applicable, the University relinquishes custody as documented on the Chain of Custody form. Requester shall conform to all stipulations set forth in this Agreement and the Proposal in the acquisition, transportation, storage, tracking, use and return of Human Anatomical Material until custody is transferred back to the University upon return of the Human Anatomical Material.

**9. Confidentiality.** Requester and its directors, officers, employees, students, agents, or contractors who use, have access to or knowledge of the Human Anatomical Material provided by the University, shall not acquire or disclose any identifiable personal or medical information of the Human Anatomical Material to any third parties.

**10. Inspections.** Requester agrees that any premises, which store any allocated Human Anatomical Material or where any anatomical material is used, shall have open and unfettered ingress and egress to University staff to inspect such premises routinely during regular business hours. Any such premises that do not meet the standards of the University will be given reasonable time to come into compliance with the University standards, but should any such premises fail to comply, such non-compliant premises must immediately permit retrieval of all Human Anatomical Material provided by the University stored there. Any such non-compliant premises shall not be entitled to receive any further access to Human Anatomical Materials until such non-compliant premises have corrected any deficiencies to the sole satisfaction of University staff.

University agrees that Requester and its designated representatives shall have the right to perform an annual review of documentation to include redacted donor records and to perform site visit of campus donor program locations for the purpose of confirming donation authorization and staff training records.

**11. Retrieval.** By the end of access period (defined in the Proposal and per University policy), by the expiration of this Agreement or any subsequent amendment hereto, or by the termination of this Agreement or any subsequent amendment hereto, whichever is sooner, Requester agrees to make any remaining Human Anatomical Material, which are still under its control by any one of those dates, available for University or it’s agent or contractor to take possession of and remove, unless University requests an alternate disposal in writing. To accommodate University or its agent or contractor in taking possession of and removing any Human Anatomical Materials, Requester shall have the allocated Human Anatomical Materials stored in a University-approved premises; Requester hereby grants University or its agent or contractor ingress and egress to any Requester premise where the allocated Human Anatomical Materials are stored; and Requester shall at all times cooperate with University or its agent or contractor in taking possession of and removing any allocated Human Anatomical Materials.

**12.**  **Use of University Name or Logo.** Requester agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance. However, Requester may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Requester agrees to provide University with a copy of any such document.

**13. Notices**. Except as otherwise provided in this Agreement, all notices hereunder must be in writing and will be deemed given when mailed, or when delivered, if notice is given in any other manner, to the address of the party designated below or such other address as the party may designate by written notice to the other party. The date of mailing will be deemed to be the date appearing on the postmark.

 If to University: University of Minnesota Medical School

 Attn: Anatomy Bequest Program

 3-102 Nils Hasselmo Hall

 312 Church Street SE

 Minneapolis, MN 55455

 With a copy to: University of Minnesota

 Office of the General Counsel

 Attn: Transactional Law Services Group

 360 McNamara Alumni Center

 200 Oak Street S.E.

 Minneapolis, MN 55455-2006

 E-mail: contracts@mail.ogc.umn.edu

 If to Requester:

 Attn:

 Phone no.:

 E-mail:

**14. Amendments and Waiver**. This Agreement may be amended only in a writing signed by both parties, unless a different means of amendment is expressly provided for herein. Any such written amendment must be signed, in the case of University, by its Vice President for Clinical Affairs and Dean of the Medical School, Office of Academic Clinical Affairs, or their delegatee.

**15. Exhibits**. The following Exhibits are attached to this Agreement and incorporated by reference herein:

 9.1 Exhibit A Requester’s Proposal

 9.2 Exhibit B Special Conditions of Use

 9.3 Exhibit C Policies

 9.4 Exhibit D Cost Reimbursement Schedule

**16. Relationship of Parties**. No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships. In the event Requester desires to use any University facility in connection with its access of Human Anatomical Material, Requester shall sign a separate agreement relating to such use.

**17. No Warranty**. University makes no warranty whatsoever as to the fitness or sufficiency of the Human Anatomical Material, and Requester assumes all responsibility and liability therefore. IN THE EVENT REQUESTER COMES UPON University PREMISES IN CONNECTION WITH THIS AGREEMENT, REQUESTER HEREBY WAIVES ANY AND ALL CLAIMS IT MAY OTHERWISE HAVE MADE FOR DAMAGES FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, EXCEPT WHEN SUCH DAMAGE IS CAUSED DIRECTLY AND SOLELY BY UNIVERSITY’S GROSS NEGLIGENCE.

**18. Termination.**

 18.1 Either party may terminate this Agreement without cause upon written notice to the other party subject to the following:

 18.1.1 If a study requesting Human Anatomical Material from the University is cancelled seven (7) days prior to the scheduled study no cancellation fees will be assessed.

18.1.2 If a study requesting Human Anatomical Material from the University is cancelled four (4) to six (6) days prior to the scheduled study - a cancellation fee of ten percent (10%) of the reimbursement charges (subject to Section 5) will be assessed.

 18.1.3 If a study requesting Human Anatomical Material from the University is cancelled three (3) or fewer days prior to the scheduled study -a cancellation fee of one hundred percent (100%) of the reimbursement charges (subject to Section 5) will be assessed.

 18.1.4 If the University incurs any expense on behalf of a cancelled study which exceed the amount of the cancellation fee, the requester will reimburse the University the amount of the incurred expense.

 18.1.5 The reimbursement charges are published on the reimbursement fee schedule and exclude the estimated transportation charges unless the transportation actually occurred.

18.2 If the Human Anatomical Material does not suit the purpose of the study because of donor pathology interference and the disease or condition in question was not disclosed as a contraindication on the Anatomy Bequest Program Proposal Form, Requester will be responsible for the entire reimbursement fee.

 18.3 Requester may terminate without penalty in the following cases:

 18.3.1 In the event that Human Anatomical Material with a known pathology which had previously been disclosed as contraindicated on the Anatomy Bequest Program Proposal Form is inadvertently assigned to a study, the University will not assess the Requester for the anatomy access or any associated transportation charges.

**19. Entire Agreement**. Except as expressly provided herein, this Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party’s performance that is not expressly set forth in this Agreement. This Agreement may be signed in multiple counterparts which, taken together, constitute a single agreement. This Agreement and any amendment to it may be signed electronically, and such electronic signature will have the same effect as an original, provided the circumstances do not indicate otherwise.

**20. Governing Law**. The laws of the State of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. Any dispute arising out of or related to this Agreement shall be brought in the state or federal court located in Hennepin County, Minnesota.

 **IN WITNESS WHEREOF,** the parties have executed this Agreement on the day and date first written above.

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| --- | --- |
| **Regents of the University of Minnesota**By: Name:      Title:      Date:  | By: Name:      Title:      Date:  |

**Exhibit A**

**Requester’s Proposal(s)**

**Exhibit B**

**Special Conditions of Access**

**Exhibit C**

**Policies**

University of Minnesota

*Twin Cities Campus* ***Anatomy Bequest Program*** *3-005 Hasselmo Hall*

***Medical School*** *312 Church Street, S.E.*

 *www.bequest.umn.edu Minneapolis, MN 55455*

***TEL: 612-625-1111***

 *Fax: 612-625-1688*

 *Email:* *bequest@umn.edu*

# Policies Regarding

# The Access To Human Anatomical Material

1. Requesters must agree to the access terms as defined in the Anatomy Bequest Program Proposal Form (the “Proposal”). Access to Human Anatomical Material is only for the purpose described in the Proposal, and the Requester will assume all responsibility for such use.
2. Requester is responsible for making sure that each person with access to or knowledge of allocated Human Anatomical Material provided by the University complies with the provisions of this Agreement during the Term of Access, as defined in Section 1 of the Human Anatomical Material Access Agreement.
	1. Requester must conduct an appropriate orientation, each course/study participant must sign a Human Anatomy Access Orientation Disclosure Form. The forms shall be maintained by the Requester and are subject to review at any time the Anatomy Bequest Program requests.
	2. Requester will receive access to the Human Anatomical Materials as a loan from the University. Human Anatomical Material reimbursement fees are structured to compensate the University for expenses associated with the acquisition, preparation, transportation, tracking, storage and final disposition of whole body donors for use in medical education and research. Requester must use the University’s approved transportation vendor or receive University approval for an alternative transportation method.

## Appropriate respect and privacy of the donor must be maintained at all times during the time the Human Anatomical Material is being used by the Requester.

1. Acquiring photographs or video images of the Human Anatomical Material is strictly prohibited without the prior consent of the Anatomy Bequest Program Proposal Review Committee and requires an executed Image Use Agreement between the University and Requester documenting the purpose for the acquisition, scope of image distribution, method for storing the images, and the timeframe for disposition of any acquired images.
2. The Requester shall track all allocated Human Anatomical Material.
	1. The requestor must keep the donor’s acquisition number tag with the Human Anatomical Material at all times during the loan. If the tag becomes disassociated from the anatomical material, the University should be contacted immediately.

5.2 The Requester will receive a Chain of Custody Form with the Human Anatomical Material. This form must accompany the Human Anatomical Material, and the Requester must update the form at each change of custody. The Requester must return the form to the University at the time of returning the Human Anatomical Material.

1. The custody of the Human Anatomical Material shall not be transferred to any user not approved by the Anatomy Bequest Program Proposal Review Committee.
2. The University will arrange for final disposition of all Human Anatomical Material. Human Anatomical Material received from the Anatomy Bequest Program shall not be disposed of as medical waste. All Human Anatomical Material received from University, must be returned to the Anatomy Bequest Program within the timeframe established in the Anatomy Bequest Program Proposal Form.

**Exhibit D**

**Cost Reimbursement Schedule**

University reserves the right to change reimbursement rates upon thirty (30) days’ notice.