

BRAIN UK
UK Brain Archive Information Network

Terms and Conditions

(Taken from BRAIN UK Application Form: Version 3.0)

Date: 01/05/2022

I agree to the following:

1. I have read, understood and agree to the generic ethical approval conditions in Appendix 1.
2. The favourable ethical opinion from BRAIN UK is only applicable to the study detailed in the approved application and is only valid if these conditions and those outlined in Appendix 1 are met.
3. Tissue or data will be used solely for the purposes of the research study outlined in this protocol and only by those named in this application (or local researchers working under the direction of named individuals).
4. I will not pass on tissue or data to third parties unless it is part this study protocol or has the written permission of the supplying centre.
5. I will meet all costs relating to my request, such as retrieval of data, processing and transport of samples.
6. I will not exhaust material supplied as tissue blocks.
7. I assume all responsibility and risk for the receipt, storage, handling and use of all tissues received. BRAIN UK does not accept any responsibility for any injury, damages or loss incurred as a direct or indirect result of their use, or for the transportation of human tissues from the supplying centre to the Applicant (or any other recipient). BRAIN UK will not physically handle or transport any tissue on behalf of either a Participating Centre or a researcher.
8. Tissues are provided with no guarantee of their fitness for a particular application or purpose. BRAIN UK makes no guarantees as to the accuracy of any diagnosis or to the safety or integrity of any tissues released by any Participating Centre. BRAIN UK cannot guarantee that tissues are devoid of infectious agents, including prion disease.

9. Researchers will ensure that they comply with the Human Tissue Act¹, the Human Tissue Authority Codes of Practice and any other appropriate legislation dealing with the use of human tissue in research. Recipients outside of the UK will ensure that they comply with local laws and regulations.
10. I will ensure that staff are appropriately trained in and adhere to the dangers and procedures in handling human tissues, local conditions and Health and Safety regulations.
11. I will provide BRAIN UK with an annual report of research on this study and a closing report upon completion.
12. On completion of the study, I will dispense with any remaining tissue as agreed in the Materials Transfer Agreement (MTA). If not specified in the MTA, I will contact the supplying centre to ask their requirements. I understand that the options will be to either: transfer the tissue back to the originating centre or to an alternative HTA-licensed establishment; apply for a HTA licence; apply for specific project approval from a Research Ethics Committee (REC); or to dispose of the human tissue. I will appropriately document the agreement.
13. Co-authorship of any resultant papers can be negotiated between the custodians of the originating archive(s), members of BRAIN UK and the Principal Investigator on a case-by-case basis.
14. I will acknowledge BRAIN UK and each NHS Trust that provided tissue in any publication arising from its use, with the wording and reference below:
'Tissue samples were obtained from [name(s) of NHS Trust(s)] as part of BRAIN UK, supported by Brain Tumour Research, the British Neuropathological Society and the Medical Research Council.'

Please cite this BRAIN UK reference in your methods section:

Nicoll JAR, Bloom T, Clarke A, Boche D, Hilton D. BRAIN UK: Accessing NHS tissue archives for neuroscience research. *Neuropathol Appl Neurobiol.* 2022 Feb;48(2):e12766. doi: 10.1111/nan.12766. Epub 2021 Sep 28. PMID: 34528715.

¹ Either Human Tissue Act 2004 <http://www.legislation.gov.uk/ukpga/2004/30/contents> or Human Tissue (Scotland) Act 2006 <http://www.legislation.gov.uk/asp/2006/4/contents>