

Tissue Sample Preservation Agreement

This agreement is between _____ ("Authorizing Person") and Sparks Brain Preservation ("SBP"), an Oregon nonprofit corporation.

The Authorizing Person, who will also sign the Document of Authorization for Anatomical Donation of Tissue document, wishes to have SBP preserve and store a tissue sample from the following individual ("Donor").

Name of Donor: _____ Donor's Date of Birth: _____

The parties agree as follows:

I. Services

- A. SBP shall receive, preserve in fluid, label, and store the tissue sample at its facility in Salem, Oregon.
- B. SBP shall store the fluid preserved tissue sample indefinitely. The stored tissue may be accessed or used in the future at the discretion of the Authorizing Person or a designated individual, subject to the terms of this agreement.
- C. SBP does not perform genetic testing or sequencing on stored samples. The service is custodial storage only.

II. Payment

The current fee for tissue sample preservation, which may change from time to time, is listed on SBP's website. The fee is a one-time payment with no recurring charges and is non-refundable once the tissue sample has been received by SBP.

III. Shipping and Coordination

- A. All shipping costs are the Authorizing Person's responsibility.
- B. The Authorizing Person or SBP shall coordinate with the funeral home, medical examiner, or other custodian of the Donor's remains to have the tissue sample shipped to SBP's facility.

IV. Confirmation

Upon receipt and processing of the tissue sample, SBP shall send the Authorizing Person an email confirmation that the sample has been received and placed into storage. The Authorizing Person may visit the facility to verify storage in person.

V. Custody and Access

A. SBP retains custody of the tissue sample for the purposes described in this agreement.

B. The Authorizing Person may designate one or more individuals who may access or retrieve the stored tissue sample:

_____ (default if nothing is checked) No designated individuals. SBP retains sole custody.

_____ The following individual(s) may access or retrieve the stored tissue sample:

Name(s): _____

Relationship to Donor: _____

Any retrieval or transfer shall be entirely at the requesting party's expense, including labor and shipping costs. Any individual retrieving or receiving the tissue sample is solely responsible for compliance with all applicable laws, regulations, and safety requirements governing the receipt and handling of preserved tissue.

VI. Disclaimers and Limitations of Liability

A. SBP does not warrant that the tissue sample will remain in its original condition indefinitely or that any particular molecular information will remain recoverable. SBP shall use good faith efforts to maintain appropriate storage conditions but shall not be liable for deterioration, damage, or loss resulting from the passage of time, material degradation, or contingencies beyond SBP's reasonable control, including but not limited to fire, natural disaster, theft, or shortage of resources.

B. SBP shall not be liable for any problems arising by reason of any federal, state, or local statutes, regulations, ordinances, or governmental or judicial directives.

C. SBP's total liability for any breach of this agreement shall not exceed the fee paid by the Authorizing Person. SBP shall not be liable to pay any damages where such payment will or may endanger the adequacy of continuing preservation of any SBP patient.

VII. Discontinuation of Storage

If SBP can no longer maintain storage, SBP shall use good faith efforts to transfer the tissue sample to a comparable preservation organization or return it to the Authorizing Person or designated individual. If neither option is feasible, SBP may dispose of the tissue sample at its discretion and shall not be liable for doing so.

VIII. Miscellaneous

A. This agreement is governed by the laws of the State of Oregon. Any action shall be brought in a state court in Marion County or a federal court of appropriate jurisdiction in Oregon.

B. Invalidity of any section shall void only that section, not the entire agreement.

C. Any modification must be in writing and signed by both parties.

D. This agreement states the entire agreement of the parties regarding tissue sample preservation and is intended as the final, complete, and exclusive statement of its terms.

IX. Signatures

Authorizing Person

Name: _____

Signature: _____ Date: _____

Document of Authorization for Anatomical Donation of Human Tissue

Name of Donor: _____ Donor's Date of Birth: _____

I hereby authorize this anatomical donation to Sparks Brain Preservation for the purpose of research, including long-term preservation to support current and future research.

Required Disclosures and Informed Consent

1. I understand what has been read or explained and I am granting Informed Consent for non-transplant anatomical donation acquisition.
2. This donation is a gift, and neither the Donor's estate nor the Authorizing Person will receive monetary compensation or valuable consideration for it.
3. Costs to facilitate the donation, such as transportation and shipping, are the full responsibility of the Authorizing Person.
4. Testing or analysis that facilitates the use of the tissue may be performed. Results may be reported to public health authorities if required by law.
5. The acquisition of tissue requires the following actions, and this Document of Authorization specifically authorizes: a. Access to and required disclosure of the Donor's medical and other relevant records, to the extent necessary to evaluate and receive the donated tissue; b. Testing and reporting for transmissible diseases, if needed.
6. The only tissue that will be recovered will be one or more tissue samples. If SBP determines that some or all of the donated tissue is no longer suitable for continued storage, SBP may cremate or dispose of it at its discretion, after making a good faith effort to communicate this to the Authorizing Person and exhaust alternatives.
7. Costs related to shipping and handling of the tissue are the responsibility of the Authorizing Person as described in the separate Tissue Sample Preservation Agreement. In instances where the Authorizing Person subsequently rescinds or the organization later rejects the offer of anatomical material, the Authorizing Person will be responsible for all costs incurred.
8. Final disposition of the tissue sample will be the responsibility of Sparks Brain Preservation.
9. A copy of this Document of Authorization is available at any time to the Authorizing Person or other next of kin.

Authorizing Person

The person in this section must be a person authorized to make an anatomical gift under the process set out in ORS 97.965. To my knowledge, no member of a class with higher priority under ORS 97.965 is reasonably available, and I am not aware of an objection from another member of my class.

Name: _____ Date of Birth: _____

Signature: _____ Date Signed: _____

Email: _____ Phone: _____

Relationship to Donor: _____

Address: _____

Witness Signature

Included here if required by state law of a particular state. In some cases, one may need to be a disinterested witness. Not needed in Oregon.

Witness #1 Name: _____

Signature: _____ Date Signed: _____

Witness #2 Name: _____

Signature: _____ Date Signed: _____

