

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 Pet Tissue

Name of Pet ("Donor"): _____

Species: _____

I, the undersigned, am the legal owner of the Donor and have the authority to direct the disposition of the Donor's remains. I hereby transfer ownership of one or more tissue samples from the Donor to Sparks Brain Preservation ("SBP") for the purpose of long-term preservation and research.

Acknowledgments:

1. This is a transfer of property without monetary compensation to me. The costs of transportation and shipping are my responsibility.
2. Testing or analysis of the tissue may be performed by SBP.
3. If SBP determines that the tissue is no longer suitable for continued storage, SBP may dispose of it at its discretion, after making a good faith effort to communicate with me and exhaust alternatives.
4. The only material transferred is one or more tissue samples. Final disposition of the tissue sample is the responsibility of SBP, subject to the terms of the separate Tissue Sample Preservation Agreement.
5. If SBP later rejects the tissue, or if I rescind this donation before SBP completes acceptance, I am responsible for any costs incurred.

Owner

Name: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

Address: _____