

Health Precincts Biobank Internal User Agreement

Terms & Conditions for Biospecimen and/or Data Usage by UNSW Researchers

PROJECT TITLE:

HREC ID:

I AGREE that I will access and use the Health Precincts Biobank biospecimens and/or data made available to me by the Health Precincts Biobank at UNSW Sydney (hereafter referred to as "the Biobank"), in accordance with the following conditions:

1. Access and use of the Biobank biospecimens and/or data is restricted to non-commercial research and/or educational purposes only.
2. The biospecimens and/or data will be used only for the purpose approved by the Biobank's Research Access Committee.
3. I must not disclose, reproduce or distribute the Biobank biospecimens and/or data to a third party either in whole or in part (whether or not incorporated with other data or information). Any material or derivatives cannot be passed onto a third party nor used in any other studies that have not been approved by the Biobank's Research Access Committee.
4. The identity of the Biobank participants must be respected and protected at all times. Therefore:
 - a. I will not act or engage in any practice that may result in the disclosure of the identity of any Biobank participant.
 - b. I will notify the Biobank immediately in writing if the identity of any Biobank participant is discovered.
 - c. I will not present or publish in any medium utilising the Biobank biospecimens and/or data where an individual Biobank participant can or may be identified (see [UNSW Biospecimen Services](#) website).
 - d. I will not link or attempt to link the Biobank biospecimens and/or data with identifiable or potentially identifiable data from a secondary data source.
 - e. I will take all reasonable measures to prevent unauthorised use or disclosure of the Biobank biospecimens and/or data, including but not limited to keeping my username and password secure. Account access, login or password details will not be shared with others. If I suspect or learn that the security of my username and/or password has been compromised in any way, I will immediately change my password and inform the Biobank in writing of the event.
5. I accept that access and use of the Biobank biospecimens and/or data is solely at my own risk and accept that all Biobank biospecimens should be treated as potentially infectious.

6. The Biobank provides no warranty and accepts no responsibility for the accuracy and completeness of the Biobank biospecimens and/or data.
7. I acknowledge and accept that all rights, title and interest in the Biobank biospecimens and/or data, including intellectual property rights, remains the property of UNSW.
8. I agree to use the following statement in the 'Materials/Methods' or 'Acknowledgements' section of my research publication: "Biospecimens and/or data used in this research were obtained from the Health Precincts Biobank (formerly named HSA Biobank), UNSW Biospecimen Services, Mark Wainwright Analytical Centre (MWAC), UNSW Sydney, Australia."
9. I acknowledge that any breach of these conditions will result in the immediate termination of this agreement and a report to the Biobank's Research Access Committee.
10. I acknowledge all data linkage projects are subject to the provisions of the Privacy Act 1988. As such:
 - a. Research outputs using data from either the Medicare Benefit Schedule and/or the Pharmaceutical Benefits Scheme must be approved by Services Australia before being published; an EREC Publication Request must be submitted by the researcher to Services Australia for review.
 - b. Research outputs published using National Death Index data must acknowledge the assistance provided by Australian Institute of Health and Welfare in relation to the project in all resulting publications and in any public presentations such as conferences.

I confirm that I have read and agree to comply with sections 1-10 of the Health Precincts Biobank Internal User Agreement listed above when accessing and using the Biobank biospecimens and/or data.

NAME OF CHIEF INVESTIGATOR:

SCHOOL:

PREFERRED CONTACT NUMBER (including area code):

Signature:

Date:

HEAD OF DEPARTMENT:

SCHOOL:

Signature:

Date: