

Application and Agreement for Use of Anatomical Specimens

Application will be reviewed for research/education merit along with procurement and preservation feasibility.

APPLICANT INFORMATION

Company/Institution: _____ Website URL: _____

Principal Applicant's Name: _____ Title: _____

Phone Number: _____ Mobile Phone: _____

Email Address: _____ Fax Number: _____

Business Mailing Address: _____

Business Mailing Address Residential: YES NO

If yes, please confirm specimens will never be shipped to residential address: YES

Secondary Contact Name: _____ Title: _____

Phone Number: _____ Mobile Phone: _____

Email: _____

BILLING INFORMATION

Billing Company: _____

Billing Contact Name: _____ Email: _____

Phone Number: _____ Mobile Phone: _____

Billing Address: _____

Fax Number: _____ Purchase order required on invoice? YES NO

If yes, purchase order will be required at the time of order

SPECIMEN INFORMATION

This information identifies the proposed use of the specimen for MEDCURE approval. Please indicate your intended use for specimens by checking the most appropriate box:

Surgeon Training Bioskills Lab Research & Development Research Study Medical Education

Details: _____

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Legal consent is obtained from all donors in accordance with the Uniform Anatomical Gift Act (UAGA) and all state and federal laws and regulations. This consent is obtained prior to specimen procurement and distribution. MEDCURE abides by Title 45, Part 46 of the U.S. Code of Federal Regulations protecting the identity of the donor.

SPECIMEN INFORMATION (continued)

Therefore, any donor information classified as personally identifying will not be shared unless required by local laws and regulations and, even then, MEDCURE will take steps to provide information directly to regulatory authorities and not to the APPLICANT organization. Note, personally identifying information includes, but is not limited to: Donor Consents; Cremation Authorizations; Death Certificates; and images of donors where faces, tattoos, or other identifying marks may be present.

Disease Screening: Serology testing for HCV, HBV, and HIV are conducted by a CLIA Certified laboratory for all specimens. Testing results can be provided to APPLICANT if desired, but should not be considered conclusive. If additional tests are required, contact MEDCURE for test availability. Costs incurred for additional testing will be the responsibility of the APPLICANT. Note: MEDCURE screens donor information including medical and social histories for applicable FDA defined Reasonably Contagious Disease Agents and Diseases (RCDADs) and will not provide tissue to APPLICANT with RCDADs without a specific request or waiver from the APPLICANT.

Specimens from donors testing positive for one or more infectious agents may be requested. Additional waivers must be completed if requesting specimens from donors that tested positive, where there is indication of active RCDAD in medical records, or in the event delivery is requested before relevant reviews and test results have been completed.

Specimens are provided fresh or fresh frozen. Preserved/Embalmed specimens are available upon request. Please contact your MEDCURE representative for preservation options.

SHIPPING & DELIVERY

The APPLICANT is responsible for all shipping costs via MEDCURE approved couriers. MEDCURE will only ship specimens via MEDCURE approved couriers who knowingly accept and understand the fragile nature and sensitivity necessary in handling anatomical specimens. Additional arrangements and charges will be required to redeliver specimens where the initial delivery attempt was unsuccessful.

Returning a Specimen for Disposal

With prior approval from MEDCURE, a specimen may be returned for proper disposal. If a specimen is returned to MEDCURE, a specimen return kit will be included and **must be used to package specimens for return**. Failure to return specimen according to MEDCURE return instructions may result in Federal Aviation Administration (FAA) fines, Airline company charges, MEDCURE charges, revocation of return privileges, and/or termination of this agreement. Shipping charges and the specimen return fees are the responsibility of the APPLICANT.

ANATOMICAL SPECIMEN TRANSFER AGREEMENT

WHEREAS MEDCURE procures, processes, preserves and distributes anatomical specimens for advancement of biomedical research, development and education.

WHEREAS APPLICANT is engaged in the analyses of anatomical specimens through, in part, the procurement of certain anatomical specimens for its own research and development purposes.

WHEREAS APPLICANT desires MEDCURE's services in obtaining such specimens for the advancement of biomedical research, development and education; and

WHEREAS, the parties desire to cooperate for purposes of providing APPLICANT with such specimens, NOW, THEREFORE, intending to be legally bound by the terms thereof, the parties hereto to agree as follows:

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1. During the term of this agreement and pursuant to the terms and conditions set forth, MEDCURE agrees to use its best efforts to supply APPLICANT with donated anatomical specimens, as reasonably requested by APPLICANT. MEDCURE will, using its best efforts, provide specimens suitable, in its sole judgment, for APPLICANT's requirements and in the amounts requested, based upon ongoing discussions between parties. It is the responsibility of the APPLICANT to provide specific procedure summaries and requirements in order that MEDCURE may fill requests to the satisfaction of the APPLICANT.
2. This agreement and any transfer of specimens constitutes a limited and conditional license to APPLICANT for use of the specimens and use thereof shall be limited to the specific use set forth in APPLICANT's subsequent orders which are accepted by MEDCURE. Additional use of anatomical specimens is prohibited, unless prior written consent is obtained from MEDCURE. Failure to comply with this policy may result in termination of this agreement and liability under the law. MEDCURE is responsible for ensuring proper consent is in place for use of tissue. Therefore, not disclosing the intended use accurately could result in legal liability. Use of anatomical specimens as therapy is strictly prohibited. In addition, the APPLICANT's use of specimens shall not be subject to any licensing, contractual or consulting obligation to another party without MEDCURE's prior written consent, which may be withheld in MEDCURE's sole discretion, except that APPLICANT may share data and results with third parties. APPLICANT is responsible for fully disclosing intended use and disposition to MEDCURE and is liable if the information provided is not accurate. Updates must be provided to MEDCURE as changes in intended use are identified.
3. In the event MEDCURE provides one or more course managers for a training program in connection with providing anatomical specimens to APPLICANT, APPLICANT agrees that it will not "poach," i.e., solicit, hire or otherwise engage any of MEDCURE's assigned course managers outside the scope of this engagement, or otherwise encourage or assist MEDCURE's course managers to terminate or alter their employment with MEDCURE. APPLICANT acknowledges that course managers are exposed to some of MEDCURE's trade secrets and confidential information, and MEDCURE makes significant investments into them, including experience and training. In the event APPLICANT violates this provision, and a course manager leaves MEDCURE's employment as a result of such violation, APPLICANT shall be liable to MEDCURE for liquidated damages in the amount of \$40,000, payable immediately upon the course manager's separation from MEDCURE. APPLICANT agrees that this amount is not intended to be a penalty; rather, it is a reasonable estimation of the costs and expenses (including recruitment, training, and loss of customer relationships continuity) MEDCURE would suffer in the event of a violation.
4. APPLICANT agrees to pay service fees to MEDCURE for its specimen acquisition, processing, preservation, storage and delivery services as set forth on the Fee Schedule, which may be amended by MEDCURE as appropriate. In addition, APPLICANT agrees to pay cost of transporting specimen.
 - A. For domestic customers, payment terms are as follows: net thirty (30) days. For international customers, please contact MEDCURE for payment arrangements.
 - B. APPLICANT's payment exceeding 30 days terms may be placed on a prepayment only arrangement for subsequent orders at MEDCURE's sole discretion.
 - C. Cancellation fees may apply. Please consult with your MedCure representative.
 - D. Additional shipping fees may be invoiced for following delivery or return, if applicable.
5. MEDCURE makes the following presentations and warranties to APPLICANT:
 - A. All specimen provided by MEDCURE to APPLICANT shall be obtained (i) with the appropriate informed consent of donor or donor's next-of-kin, and (ii) in compliance with the Uniform Anatomical Gift Act (the "UAGA") and all other local, state and federal laws and regulations governing the recovery and distribution of anatomical specimens. MEDCURE will maintain approved protocols, and consent forms for all donors.
 - B. The parties shall confer with respect to any significant legal or ethical developments relating to specimen acquisition.

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- C. MEDCURE shall maintain records of donor medical and social history, specimen procurement, and infectious disease screening of serum. Such information will be made available to APPLICANT upon request, in a way that protects donor confidentiality.
6. APPLICANT hereby makes the following representations and warranties to MEDCURE:
- A. APPLICANT shall take steps to ensure that donor tissue specimens are treated with the dignity and respect deserved following a selfless donation for scientific advancement.
 - B. APPLICANT will not transfer any specimen received from MEDCURE to any facility other than the delivery address or any third party without the prior written approval from MEDCURE, except for delivery to an approved disposal source as listed on the Specimen Request Form. MEDCURE reserves the right to request records confirming traceability of specimens from the time of APPLICANT receipt through return or disposition at any time. Records shall be maintained for a period of 10 years from the date of final tissue disposition or return to MEDCURE regardless of any changes in the relationship with MEDCURE. Any changes to preapproved arrangements for transfer and disposal, including chain of custody or change in transport organization and method, or change in timeframe for disposal must be communicated to MEDCURE.
 - C. When specimens are returned to MEDCURE, they must be returned in their entirety. APPLICANT shall not remove organs or disarticulate specimens, unless this is part of a preapproved procedure by MEDCURE and there is an approved method for the management and traceability of specimens on file with MEDCURE. APPLICANT shall also alert MEDCURE if they believe there is risk of specimens being returned with sharps internally.
 - D. APPLICANT's employees, representatives and agents shall handle anatomical specimens obtained under this Agreement using universal precautions, as mandated by the U.S. Occupational Safety and Health Administration Bloodborne Pathogens Final Standard.
 - E. APPLICANT is responsible for ensuring their employees, representatives and agents follow local laws and regulations for safety and adequacy of facilities. MEDCURE can act as a resource in identifying local laws and regulations for courses, research and education, but as MEDCURE is not always present for tissue use the APPLICANT is responsible when tissue is in their possession up until disposition or return is completed.
 - F. APPLICANT shall use specimens one at a time, unless otherwise approved ahead of time by MEDCURE, and shall clean areas where specimen was used to prevent cross contamination of specimens and to prevent the potential spread of pathogens.
 - G. APPLICANT shall use, handle and dispose (with MEDCURE's authorization) of all anatomical specimens supplied to APPLICANT pursuant to this Agreement in compliance with all applicable local, state and federal statutes, laws, rules and regulations.
 - H. APPLICANT shall alert MEDCURE of any changes to critical contacts, procedure summaries, and disposition, as previously approved by MEDCURE before distribution of specimens to APPLICANT. APPLICANT is responsible for ensuring facilities, security, and storage of specimens is adequate upon delivery, per pre-approved arrangements.
 - I. All statements set forth in the foregoing application are complete and correct.
 - J. APPLICANT shall not identify or attempt to identify the donor of any specimen provided by MEDCURE.
7. All shipments of specimens are made on the following terms:
- A. The parties hereto understand that availability of specimen is not always constant; nevertheless, MEDCURE shall use its best efforts to provide specimen in the amounts and on the schedule, as reasonably requested by APPLICANT. Due to the potential inconsistency of tissue availability, last minute changes to tissue requests and specific criteria may incur additional fees and service charges.
 - B. Shipments will be made in a manner to preserve the quality of the specimen. The parties hereto understand that the fragility of anatomical specimens is such that damage may occur during shipment; nevertheless,

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MEDCURE shall use its best efforts to comply with the handling and shipping protocols provided by APPLICANT.

8. Except as otherwise expressly stated herein, all specimens are provided by MEDCURE “as is” and without additional warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.
9. Any controversy or claim relating to this agreement or the breach thereof shall be settled by mediation and, if necessary, arbitration in accordance with the then applicable rules of the American Arbitration Association, such mediation and, if necessary, arbitration to take place in Portland, Oregon. The parties agree that the arbitrator(s) shall have the broadest power to conclusively resolve all such disputes, including without limitation, the power to decide arbitrability, allow reasonable limited recovery, and that no judicial review shall be made of the arbitrators’ decision on any grounds, including public policy, except as review of binding arbitration is permitted by law. The parties agree that arbitration will be their exclusive remedy and that judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration regarding this Agreement shall be paid its costs and reasonable attorneys’ fees, as determined by the arbitrator(s).
10. Each party shall have the right to seek a court order for the good cause (after attempted mediation and arbitration) in order to access the other’s records, to evaluate compliance under this Agreement.
11. APPLICANT will acknowledge MEDCURE as provider of anatomical specimens and agrees to provide MEDCURE with a copy of any non-confidential publication that makes reference to MEDCURE.
12. APPLICANT will indemnify and save harmless MEDCURE, and their respective officers, directors, agents and/or employees, consultants or MEDCURE’s anatomical specimen sources from any actual loss or damage resulting from the use by APPLICANT of anatomical specimens provided by MEDCURE or MEDCURE’s anatomical specimen sources, except for loss or damage resulting from any breach of warranties or representations made by MEDCURE in this Agreement or as a result of MEDCURE’s negligence or willful misconduct in performing its obligations hereunder. MEDCURE will indemnify and save harmless APPLICANT, its officers, directors, agents, employees and/or consultants from any actual loss or damage resulting from MEDCURE’s performance of this Agreement except for loss or damage resulting from any breach of warranties or representations made by APPLICANT in this Agreement or as a result of APPLICANT’s negligence or willful misconduct in performing its obligations hereunder.
13. All medical and other information relating to a donor shall be treated as MEDCURE Confidential Information and, notwithstanding any provision to the contrary contained herein, shall not be disclosed by APPLICANT except to the extent otherwise required or permitted by law and this Agreement. Both parties to this Agreement shall enact reasonable measures to cause their respective agents, contractors, employees, officers and director to act, in accordance with all applicable laws, rules and expressly survive termination of this agreement. APPLICANT understands that APPLICANT and its agents, contractors, employees, officers and directors will not or may not be provided valuable technical and non-technical information and trade secrets relating to the acquisition, processing, preservation, storage and distribution of anatomical specimens that are proprietary and valuable to MEDCURE (“MEDCURE’s Confidential Information”) and that to guard MEDCURE’s legitimate interests, MEDCURE must protect such MEDCURE’s Confidential Information. Therefore, APPLICANT will (a) hold in confidence all information identified as MEDCURE Confidential Information disclosed to APPLICANT or its personnel and (b) use MEDCURE Confidential Information only in connection with APPLICANT’s performance of its obligation under this Agreement APPLICANT agrees that MEDCURE’s failure to identify any such information as “MEDCURE Confidential Information” shall not relieve APPLICANT of its obligation to treat such information as MEDCURE Confidential Information. The

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provisions of this paragraph shall not apply to any information that is in the public domain, is known to APPLICANT at the time of its disclosure, is acquired or developed by APPLICANT following disclosure with-out violation of this Agreement or is disclosed by MEDCURE to any third party without similar non-disclosure restriction

- 14. The term of this Agreement shall be one (1) year beginning on the date of execution and automatically continuing for further successive terms of one (1) year thereafter, unless either of the parties hereto have given to the other ninety (90) days prior written notice (by certified mail at their respective addresses listed at the end hereof, return receipt requested) of its intention to terminate this Agreement, whereupon this Agreement shall terminate at the end of annual term by giving the other ninety (90) days prior written notice of its intention to terminate this Agreement, whereupon this Agreement shall terminate ninety (90) days after receipt of such notice. Termination shall not relieve the parties hereto of any of their obligations by the nature thereof extending past such termination.
 - A. This Agreement may not be amended without the prior written consent of both parties hereto.
 - B. This Agreement and the Application attached hereto constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any prior agreements, written or oral, regarding the subject matter hereof.
 - C. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assignees.
 - D. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon

SIGNATURES -----

APPLICANT

MEDCURE, INC

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____