

06/07

**AGREEMENT ON MUTUAL CO-LABORATION
WITHIN INTERNATIONAL TRANSPLANTATION ORGANIZATION**

BETWEEN:

TRANSPLANTATIONS COORDINATING CENTRE

(Koordinační středisko transplantací)
with its registered seat at Ruska 85, Prague 10, Czech Republic
represented by its Director, Mr. Martin Holcat, M.D., M.B.A.
(furthermore only as KST);

and

Polish Transplant Coordinating Centre POLTRANSPLANT
ul. Lindleya 4, 02-005 Warszawa
with its registered seat at Poland
represented by Prof. Janusz Walaszewski - Director
(furthermore only as POLTRANSPLANT

WHEREAS:

The Prague Declaration of the Ministers of Health of countries newly acceding the European Union, adopted in Prague, Czech Republic, on 2nd April, 2004, constituted the EUROPEAN TRANSPLANT NETWORK (hereinafter as ETN) to be an official intergovernmental organization of participating countries for mutual cooperation in the field of transplantations;

Poland and the Czech Republic are member states of ETN, taking part in its activities and further enhancement of its role;

On the basis of their national legislation, Poltransplant and KST are authorized by their respective Ministries of Health to coordinate international co-laboration in transplantations;

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. KST and Poltransplant shall act in harmony with the main purpose of ETN, particularly (a) to ensure and promote donation of organs and tissues in quantity, safety and transparency, (b) to ensure and promote proper use of organs and/or tissues procured for transplantation within each of the member states.

2. Securing the above aims, KST and Poltransplant undertake to participate in creating common educational programs, to strive for adopting common quality and safety standards, and to develop an optimum sharing policy.
3. KST and Poltransplant undertake to work together to create conditions for proper use of transplantable organs within the shortest possible time on the basis of mutual exchange. Within these commitments, KST and Poltransplant can utilize the European Gate, set up by ETN in Rome in order to coordinate transplantations between the ETN member states.
4. On the basis of the Czech Transplantations Act No. 285/2002 Coll., as amended, KST has been set up as an official governmental body to ensure and coordinate international co-laboration in exchange of tissues and organs designated for transplantation.
5. International exchange of tissues and organs designated for transplantation is acceptable only under the following conditions:
 - it is aimed at either finding the best suitable recipient or saving the life of a patient waiting for transplantation if his/her life is directly jeopardized, and
 - either of the above conditions shall apply only on the basis of membership in an international transplantations organization.
6. An offer of tissue or organ to abroad within the framework of international exchange of tissues and organs as mentioned above is possible only under the following conditions:
 - a suitable recipient is not registered in the National Waiting Lists, or
 - the offer is made on the basis of membership in an international transplantations organization.
7. Within the framework of international exchange, tissue and/or organ for transplantation from abroad can only be accepted under the following conditions:
 - the tissue or organ was procured by a duly authorized medical facility and the procurement was in full accordance with legislative requirements in the country of origin; and
 - medical capability of the donor was duly evaluated prior to the procurement; and
 - the donor's medical records relating to the procurement must be fully traceable.

8. Kidneys and tissues will be procured by local teams. Conditions for procurement of other organs and possible participation of foreign medical teams in medical facilities of the other country will be discussed between the Parties.
9. In the event of acceptance of an organ, the receiving Party shall offer respective organ on the basis of reciprocity within the period of 24 months.
10. Both Parties shall provide all necessary forms and information relating to traceability of allocated tissue and/or organ upon request of the other Party.
11. All direct and indirect costs relating to the procurement, conservation, storage and transport of tissue and/or organ will be invoiced by respective medical facility to the receiving party. All invoices will be payable in 30 days.
12. Procured organs and/or tissue shall in no way be a source of financial profit or any other advantages for any individual or legal entity. Trading and trafficking human organs and/or tissues are strictly prohibited.
13. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, proposals and undertakings, whether written or oral, relating to the subject matter of this agreement.
14. Should any of the conditions or obligations of either Party become ineffective or invalid due to a change in national legislation, the remaining clauses shall remain in effect, whilst the Parties shall endeavour themselves to reach a suitable solution at the shortest possible time.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representatives on the 1st day of October, 2005.

SIGNED:
for and on behalf of KST
by Mr. Martin Holcát, M.D., M.B.A.

SIGNED:
for and on behalf of Poltransplant
Prof. Janusz Wałaszewski

