



## CORD BLOOD PROCESSING AND STORAGE CONTRACT

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This contract concerns the processing, storage and care of cord blood taken from your child's umbilical cord. This service will be supplied by CordBank on the terms below. Because of the nature of the service, CordBank and parents must carry out obligations.

Please read this document carefully. It is a legal document, which sets out the rights and responsibilities of the parents of the child, any persons who agree to underwrite payments to CordBank, and CordBank.

### 1. WHO ARE THE PARTIES TO THIS CONTRACT?

- CordBank Limited, which supplies processing and services with respect to cord blood. CordBank is referred to in this contract as "CordBank" or "we";
- The Parents who must give consent and make it possible for CordBank to collect, test and store cord blood. Parents are referred to as "you" in this contract;
- The Sponsor who takes responsibility for making initial and ongoing payments to CordBank for the processing and storage of the cord blood. The Sponsor may elect to be primarily responsible for all payments, or to be responsible for all payments only if the parents fail to make them in a timely manner. It is not necessary for there to be a Sponsor. Parents (or the adult child) may choose to introduce a Sponsor at any time.

After your child reaches the age of majority, he or she may decide to take over the rights and responsibilities of either his or her parents by contracting directly with CordBank.

Until your child does this, he or she will have no rights or responsibilities directly under this contract, although other laws are likely to give him or her rights with respect to the storage and disposal of the cord blood and the use of his or her personal information.

### 2. HOW LONG DOES THIS CONTRACT RUN?

This contract will operate for a minimum term of 18 years unless one of the events occurs which will cause it to end earlier, as set out in paragraph 13. During that time, there are some important events you need to be aware of:

- Before your child's birth, parents must carry out the responsibilities set out in paragraph 6, to prepare for the collection of the cord blood.
- Immediately after your child's birth, parents must arrange for the cord blood to be collected and delivered to CordBank. CordBank will test the blood, and providing it is suitable for storage, will process it for storage. Your rights and responsibilities during this period are set out in paragraph 7.
- On termination of this contract, unless the cord blood has been retrieved for use as set out in paragraph 9, or unless parents or the adult child enter into a new contract with CordBank, CordBank will dispose of the cord blood as set out in paragraph 13.



- During the term of the contract you will need to make payment for CordBank's services as set out in paragraphs 8 and 10. In summary:
  - Before your child's birth, you must:
    1. pay the registration fee in full; and
    2. either pay the processing fee in full, or make arrangements for payment of the processing fee in instalments every month for 6 months or every month for 12 months following payment of the registration fee.
  - During the remainder of this contract, CordBank will store the cord blood provided its storage fees are paid, as set out in paragraphs 8 and 10.

### 3. THE LAW AFFECTING THIS CONTRACT

New Zealand law will apply to this contract. This contract is based on New Zealand law as it is at the time of drafting. Because it is a long term contract, the New Zealand law which affects parties' rights and duties during the contract will probably change. Some of these law changes may override terms of this contract. Where it is necessary to interpret clauses of the contract in the light of new law, then the interpretation will be carried out in accordance with the spirit and intention of this contract.

### 4. PARENTAL CONSENT

While children are minors, a parent or guardian has the right to consent to the collection, storage, use and disposal of their child's cord blood. CordBank does not own the cord blood.

You must sign and return to CordBank the Parental Consent Form which is attached to this contract. It forms part of this contract.

### 5. CHILD'S CONSENT

When your child is of age and able to give consent, only he or she will be able to give consent to the use and disposal of the cord blood, as set out in paragraph 9. Your child's consent must be informed consent. You must undertake to give your child all the relevant information, including information that we send you for your child, to enable him or her to give informed consent.

At the time you enter into this contract, the age of informed consent to healthcare procedures is 16 years.

### 6. BEFORE YOUR CHILD IS BORN

#### **What you must do first:**

As soon as possible (and no less than 14 days before the expected birth date):

- (a) Register your child with CordBank, and provide all necessary information;
- (b) Provide the required information and sign all consents as set out in this contract;
- (c) Pay the registration fee in full;



(d) Pay the processing fee in full or make arrangements for payment of the processing fee in monthly instalments every month for 6 months or every month for 12 months following payment of the registration fee;

(e) Tell your Lead Maternity Carer (“LMC”) that you intend to collect a cord blood sample and a blood sample from the mother for testing;

(f) If you require an independent collector, someone other than your LMC, to collect cord blood at your delivery, you will need to read and sign a separate agreement “Using An Independent Collector”, and pay the additional cost of \$100. This additional cost is not included in the standard CordBank service.

(g) Tell us about any changes in your contact details and delivery plans (if you have registered earlier), including any change in LMC.

If you are having a multiple pregnancy (twins, triplets, etc) you will need to pay a further registration fee as each child will need a separate blood collection kit. Processing fees and storage fees will be required for each child.

Remember that your LMC is the person who makes the decision, immediately after birth, to collect the cord blood. He or she may decide that it is not in the best interests of mother or child to do so. In that case, you agree that you understand that your LMC’s decision will be final and that neither we nor they will be liable to you or any other person in any way for that decision.

#### **What we will do:**

(a) Send you a cord blood collection kit including all the equipment necessary to collect both the cord blood and a sample of maternal blood, and a return courier information pack so you can arrange for the collection kit to be returned to CordBank;

(b) Send instructions within the CordBank collection kit for your LMC.

(c) Arrange specific cord blood collection training for your LMC. An LMC must be trained by CordBank for them to be able to collect at your delivery.

(d) On your behalf, arrange for a specialist courier to be available to receive your call and transport the cord blood to CordBank, after it is collected. CordBank will pay the standard courier fee on your behalf. If any special courier fees are required to get the cord blood to us in time, you will need to pay the additional charges involved in this. This might happen, for example, if you are late in advising the courier, or if transport is delayed due to events beyond the courier’s control.

(e) Provide a 24 hour free phone help line for you and your LMC.

#### **What you must do next:**

(a) Tell us within three working days of confirmation of your registration, if you have not received the CordBank Collection Kit;

(b) Take with you to the hospital or birth centre the CordBank Collection Kit, which includes the LMC instructions and courier collection bag.

**WARNING: You must not open or contaminate any sealed part of the CordBank Collection Kit, as your LMC will not be able to use it.**



## 7. WHEN YOUR CHILD IS BORN

### What you must do:

(a) Ask your LMC to collect as much as possible of your child's cord blood and a sample of maternal blood, according to Lead Maternity Carer Information Sheet (F003a).

Remember that your LMC has the final say as to whether this is done, as the safety of mother and child comes first. If they are unable to collect the cord blood this contract will terminate and we will refund the processing fee or any part of the processing fee that has been paid. You will not be entitled to a refund of the registration fee.

(b) Contact the courier within 90 minutes of collection to arrange for both blood samples to be couriered to CordBank, in the container provided, to arrive at CordBank's premises within 30 hours after the birth of your child.

Be careful to tell the courier exactly where to pick up the sample. If you are out of Auckland, the courier may need to arrange air transport and will need as much notice as possible. If the sample is incorrectly packaged, arrives late or is damaged in transit, CordBank may not be able to process or store it. Ring 0800 CORDBANK (0800 267 322) if you are aware of any problems or need advice.

### What we will do:

(a) Receive the blood samples at our premises and label them with a unique identifier.

(b) Test the maternal blood for infectious diseases.

(c) Pay your LMC a fee for collecting the cord blood.

(d) Call you to let you know the cord blood has arrived.

If the blood arrives too late, is damaged or contaminated, or if there is too little to be stored or if, in our opinion, the cord blood is unsuitable for storage for any reason at all, we will not process it any further and we will dispose of both the maternal sample and the cord blood immediately and safely. We retain the sole right to make this decision. If this happens we will contact you. We will also refund the processing fee or any part of the processing fee that has been paid, and this contract will terminate.

If the maternal sample tests positive for infectious diseases such as HIV, Hepatitis B or C, or Syphilis, no refund will be given and cord blood will be disposed of immediately because of the risk of infection. Before having an HIV test you may wish to see a counsellor to consider the implications of the test results. The cost of HIV counselling is not included in the CordBank service. If your result for infectious diseases is positive, CordBank will contact you directly.



## 8. PROCESSING AND STORAGE

### What we will do:

- (a) We will arrange processing of the cord blood for cryogenic storage.
- (b) We will keep the cord blood in cryogenic storage, for the remainder of the term of this contract.
- (c) Unless you have prepaid the processing fee, we will charge your credit card or debit your bank account every month for 6 months or every month for 12 months following payment of the registration fee as set out in paragraph 10.
- (d) Unless you have prepaid this contract for 18 years, we will charge your credit card or debit your bank account or send you an invoice for the storage fee every year in the month your child was born.
- (e) We will make all reasonable attempts to contact you if we have not received payment. However, if for any reason:
  - (i) the processing fee or any part of the processing fee is still unpaid 3 calendar months after it was due to be paid; or
  - (ii) the annual storage fee is still unpaid 3 calendar months after your child's birthday,

whether or not we have been able to contact you or the Sponsor, and providing we have acted with reasonable care and skill in trying to contact you, we will terminate this contract as set out in paragraph 13.

### What you must do:

- (a) Make sure the processing fee or any part of the processing fee is paid on time, if you have not prepaid it.
- (b) Make sure the Annual Storage Fee is paid on time, if you have not prepaid it.
- (c) Notify CordBank in writing of all changes in contact details: changes of name, address, telephone number, email address, and bank account or credit card number.
- (d) Keep us up to date with the addresses of all contact people shown on the information sheet.

## 9. RETRIEVAL OF THE SAMPLE FOR USE

This section sets out what we intend to happen if the cord blood is needed for your child. You should be aware that exactly what happens will be defined by current law and medical practice at the time, and may differ from what is described here.

### What you must do:

- (a) Contact CordBank immediately for a consent form, giving also the name of the registered medical practitioner who is requesting the cord blood. We will require an acknowledgment in writing from the registered medical practitioner that he or she is proposing to use the cord blood for your child.
- (b) Give your written consent, or, if your child is over the age of consent at the time and is able to consent, procure the written consent of the Child.



(c) You will be responsible for arranging collection of the cord blood sample and for paying all costs of delivering the cord blood to the destination requested by the medical practitioner.

**What we will do:**

- (a) Make cord blood available for shipment at the request of the registered medical practitioner.
- (b) If you have prepaid any annual storage fee, refund to you on a pro rata basis any prepaid annual fee for each whole year after the year in which the request is made.

Note: we may refuse to deliver the cord blood to your instructions if in our reasonable opinion they involve:

- (a) transferring possession to a person who is not a registered medical practitioner;
- (b) use of the cord blood for a purpose which is illegal, for a purpose which is:
  - not a therapeutic purpose permitted by New Zealand law,
  - not in accordance with best medical practice
  - not in the best interests of your child in accordance with accepted New Zealand medical ethics practice
- (c) if we are required by law to refuse.

## 10. PAYMENT TERMS

You agree to make all of the following payments:

- (a) The registration fee must be paid at the time of registration before your child is born. If your baby is the sibling of a child whose cord blood is already banked at CordBank, you will pay a discounted registration fee;
- (b) The processing fee (including first year's storage fee) paid either:
  - 1. as a one-off payment at the time of registration, or
  - 2. in instalments every month for 6 months following payment of the registration fee, or
  - 3. in instalments every month for 12 months following payment of the registration fee;
- (c) Annual storage fees to be paid in advance and on time each year; and
- (d) Any other special costs as set out in this contract.

If you choose to pay the processing fee in monthly instalments following registration, payments will be debited from your credit card or bank account 30 days after you have paid for your collection kit and will continue until the balance is paid

CordBank may increase the annual storage fee at any time after the third anniversary of the date of this contract. We will notify you of any increase at least 60 days before your child's birthday each year, and this will apply to any annual storage fee which has not already been prepaid.





It is your responsibility to make sure that your credit card issuer or your bank pays us. Payment is not made until funds have cleared into our bank account. You agree that if any payments are dishonoured or reversed, you will pay all costs of dishonour and debt collection.

Where a Sponsor has agreed to underwrite payments, you are still primarily liable for payments under this contract, and if the Sponsor fails to make any payments, CordBank can require you to make those payments or terminate this contract as set out in paragraph 13.

Except as required by law, we will make refunds to you (or, if the Sponsor has made those payments, to the Sponsor) only as set out in this contract. If someone other than you or the Sponsor has made the payments, it is your responsibility to reimburse that person and we will not be liable to them.

Our obligations and your obligations regarding payment on termination of this contract are set out at paragraph 13.

## 11. SPONSOR'S DUTIES

The Sponsor agrees to underwrite the payment of all money due and payable under this contract, in consideration of the services to be supplied for the benefit of the child.

Where the Sponsor has agreed with the parents to make those payments on their behalf at all times, the Sponsor agrees to be the party which is billed, and undertakes to make all payments directly to CordBank, without releasing the parents from their responsibility to make payments to CordBank.

Otherwise, the Sponsor acts as guarantor and underwriter for all payments due under this contract, and agrees that, if at any time any payment remains unpaid for a period of 3 months, then he or she will be directly liable to CordBank for all outstanding and future payments, any right of reimbursement from the parents being strictly between the Sponsor and the parents. The Sponsor acknowledges that CordBank will terminate this contract if he or she fails to make those payments.

The Sponsor may assign his or her responsibilities under the Contract but only if CordBank agrees in writing. CordBank will not unreasonably withhold consent.

## 12. EXTENDING THIS CONTRACT

When your child reaches the age of 18, and provided the child and CordBank both agree in writing, you and/or the Sponsor may choose to extend this contract by notifying CordBank in writing and paying storage fees and reasonable renewal fees as requested by CordBank. If you (or the Sponsor) fail to pay any fees within 3 calendar months of being asked to do so, then this contract will be terminated as set out in paragraph 13 below.

## 13. TERMINATION OF THIS CONTRACT FOR ANY REASON

**This contract will terminate if:**

- (a) If your LMC is unable to collect the cord blood or if the cord blood sample is found to be unsuitable for storage, as set out in paragraph 7.
- (b) Your child reaches the age of 18 and refuses to consent to an extension of this Contract as set out in paragraph 12.



- (c) Either you or your adult child requests us to deliver the cord blood for use as set out in paragraph 9.
- (d) CordBank or you terminate this contract by either CordBank or you giving the other 3 calendar months notice in writing.
- (e) Both you and the Sponsor (if any) fail to pay any amount due under this Contract, and that payment is still unpaid 3 calendar months from the date it was due.
- (f) The cord blood sample is lost or destroyed under any circumstances.

**On termination of this contract:**

- (a) We will make reasonable attempts to contact you and advise you (or your adult child) of options available at the time for transfer or disposal of the cord blood in accordance with current legal and medical practice at that time.
- (b) We will carry out your lawful instructions for transfer or disposal of the cord blood, provided they are given within 60 days of the date we have contacted or attempted to contact you, and provided you pay in advance for the reasonable costs of us doing this.
- (c) If we cannot contact you or the Sponsor within 30 days after reasonable attempts to do so, or if you or the Sponsor fail to pay the costs of transfer or disposal within 60 days of having undertaken to do so, we will dispose of the cord blood in a manner of our choice and in accordance with current legal and medical practice at that time.
- (d) If your LMC is unable to collect the cord blood or if the cord blood is found to be unsuitable for storage as set out at paragraph 7, and this contract terminates, you will not be entitled to refund of the registration fee. However, we will refund the processing fee or any part of the processing fee that has been paid.
- (e) If the contract is terminated for any other reason, you will not be entitled to any refund of the registration fee or the processing fee or the annual storage fee paid to date and if the processing fee has not been paid in full at the time of termination, you will be required immediately to pay any balance of the processing fee outstanding.

**14. WHAT IF I CHANGE MY MIND AFTER I HAVE REGISTERED?**

The registration fee cannot be refunded if you change your mind or are unable to proceed with cord blood storage. We will refund the laboratory processing fee.

**15. HOW WE CARRY OUT OUR SERVICES**

We may use contractors to carry out any or all of our services including storage of the cord blood. The choice of contractors is entirely at our discretion, provided we and they work within the medical and government guidelines which apply at the time.

We can assign this contract to another service provider, as long as that provider is properly licensed to carry out its duties under this contract.

**16. OUR LIABILITY TO EACH OTHER**

Provided we or your LMC have acted in good faith, with reasonable care and skill and in accordance with current legal, ethical and medical practice during the term of this contract;





(a) CordBank, your LMC, and our and their employees, directors, agents, and contractors, will never be liable for any loss or damage of any kind whatsoever which arises in relation to the performance of this contract as a result of decisions, actions or inactions which you, your child or the Sponsors have made or carried out. You indemnify all of us against all costs, losses and damages (including legal costs on a solicitor-client basis) arising from claims of any kind in respect of those decisions, actions or inactions;

(b) CordBank, your LMC and our and their employees, directors, agents, and contractors will not be liable for the failure of any medical procedure (including failure of engraftment of the cord blood cells) or in respect of any matters which do not form part of any service supplied by CordBank.

CordBank, your LMC and our and their employees, directors, agents, and contractors, will not be liable to you or any other person for the consequences of events beyond our or their control.

You and your child may have other rights under the Consumer Guarantees Act 1993. But to the fullest extent of the law, we will not be liable to you or any other person for any loss or damage of any kind whatsoever, including personal injury or failure of medical procedures, which occur as a result of our supply of goods and services to you.

If there is a dispute as to any matter addressed by this agreement which cannot be resolved by the parties, the matter shall be referred to a mediator appointed by the chairman of the Auckland chapter of LEADR, the parties agreeing to bear their own individual costs and to share the cost of mediation equally. This clause is not intended to prevent any party from seeking urgent interlocutory relief or a declaratory judgement on a point of law.

## 17. CHANGES TO THIS CONTRACT

We can change the terms of this contract by notifying you of those changes in writing by post or email to the last postal or email address you have given us. We may notify you by directing you to the CordBank website for details of the changes. If we do, it is your responsibility to check the website. Except for changes required by law, or in the circumstances set out elsewhere in this contract, we will give you two weeks notice of any changes.

## 18. PERSONAL INFORMATION

CordBank will hold in confidence all personal information it needs for carrying out services. Every person has the right of access to his or her personal information, and to ask for correction of that information. We will use and disclose that information only according to the principles of the Privacy Act 1993 and any codes under that Act. We may be required to disclose that information by law.