

SIMPLE LETTER AGREEMENT FOR MATERIAL TRANSFER
FROM NON-PROFIT TO NON-PROFIT

Institution: _____ ("RECIPIENT")
Recipient Scientist:
Address:

Institution: ST. MICHAEL'S HOSPITAL ("PROVIDER")
Provider Scientist:
Address:

Material identified as _____ (hereinafter referred to as "Material").

In response to RECIPIENT Scientist's request for the above-identified Material, PROVIDER asks that RECIPIENT agree to the following before receipt of the Material:

1. The above Material is the property of the PROVIDER and is made available as a service to the research community. Any progeny and unmodified derivatives of the Material are also the property of the Provider.
2. The Material will be used for research purposes only.
3. The Material will not be further distributed to others without written permission from PROVIDER.
4. RECIPIENT agrees to acknowledge the source of the Material in any publications reporting on its use.
5. The Material is experimental in nature and IT IS PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RECIPIENT agrees to assume all liabilities that arise from RECIPIENT's use, storage or disposal of the Material. The Recipient shall bear responsibility for all packaging, shipping and customs costs.
6. You agree to use the Material in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects, personal health information, biohazard safety precautions or recombinant DNA. The Material is not to be used in humans for any purpose, including without limitation for clinical trials or diagnostic testing purposes.
7. The Material must not be treated as if it is free from contamination. In the event the Material is a transgenic animal: Transgenic animals have the potential for carrying viruses, latent viral genomes, and other infectious agents in an inapparent state. Transgenic animals must always be handled carefully by trained persons who follow all safety guidelines recommended when working with transgenic animals under laboratory conditions which afford adequate biohazard containment.
8. If applicable, RECIPIENT shall pay the following fee to recover expenses in providing the Material: \$_____.

Please sign both copies of this letter and return one signed copy to PROVIDER. PROVIDER retains the right to refuse transfer of the MATERIAL requested hereunder.

RECIPIENT SCIENTIST

RECIPIENT INSTITUTION

Authorized signature

Authorized signature

Name:
Title:
Date:

Name:
Title:
Date: