ALL TERMS BELOW ARE DEFINED IN THE UNIFORM BIOLOGICAL MATERIAL TRANSFER AGREEMENT PUBLISHED IN THE FEDERAL REGISTER ON MARCH 8, 1995.

MATERIAL TRANSFER AGREEMENT FOR TRANSFER OF HUMAN TISSUE TO ACADEMIC, NON-PROFIT ORGANIZATIONS

A. BIOLOGICAL MATERIAL (Enter description of Human Tissue)

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

B. PROVIDER (Organization providing the BIOLOGICAL MATERIAL)

Authorized Official: _________________________  _________________________
Name                                                   Signature

Albert Einstein College of Medicine of Yeshiva University
1300 Morris Park Avenue
Bronx, N.Y. 10461

C. RECIPIENT (Organization receiving the BIOLOGICAL MATERIAL)

1. Authorized Official: _____________________________________________
2. Name of Organization: __________________________________________
3. Street Address: _________________________________________________
4. City/State/Zip:__________________________________________________

D. In response to the RECIPIENT’s request for the BIOLOGICAL MATERIAL identified above, the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following terms before the RECIPIENT receives the BIOLOGICAL MATERIAL:

1. The above BIOLOGICAL MATERIAL is made available as a service to the research community.

2. The BIOLOGICAL MATERIAL will be used for teaching and academic research purposes only and not for any commercial purpose whatsoever.

3. The BIOLOGICAL MATERIAL will not be further distributed to others without the PROVIDER’s written consent. The RECIPIENT shall refer any request for the BIOLOGICAL MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the BIOLOGICAL MATERIAL available, under a separate Material Transfer Agreement, to other academic scientists who wish to replicate the RECIPIENT SCIENTIST’s research.

4. The RECIPIENT agrees to acknowledge the source of the BIOLOGICAL MATERIAL in any publications reporting use of it.
5. Any BIOLOGICAL MATERIAL delivered pursuant to this Material Transfer Agreement is understood to be experimental nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of BIOLOGICAL MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT.

6. The RECIPIENT agrees to use the BIOLOGICAL MATERIAL in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA.

7. The BIOLOGICAL MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: $ ___________________________.

The RECIPIENT and the RECIPIENT SCIENTIST should sign both copies of this letter and return one signed copy to the PROVIDER TISSUE BANK DIRECTOR. THE RECIPIENT AFFIRMS THAT THEY HAVE RECEIVED IRB APPROVAL OR EXEMPTION FOR THEIR USE OF MATERIAL.

E. PROVIDER TISSUE BANK DIRECTOR

1. Name and Title: ________________________________________________

Signature: __________________________ Date: __________________________

Albert Einstein College of Medicine of Yeshiva University
1300 Morris Park Avenue  Bronx, New York 10461

F. RECIPIENT SCIENTIST

1. Name and Title: ________________________________________________

2. Street Address: ________________________________________________

3. City/State/Zip: _________________________________________________

4. Signature: __________________________ Date: _______________________

G. RECIPIENT ORGANIZATION APPROVAL

1. Name of Organization:___________________________________________

2. Street Address: ________________________________________________

3. City/State/Zip: _________________________________________________

4. Signature: __________________________ Date: _______________________

5. Name and Title: ________________________________________________