

APPENDIX 2
MATERIAL TRANSFER AGREEMENT FOR HUMAN SPECIMENS

This material transfer agreement (MTA) is suggested for use when unidentifiable or coded human biospecimens are transferred. Transfer of human biospecimens with associated identifiable private information may require additional terms to this MTA or other documents.

Provider Organization (“Provider”): _____

Recipient Organization (“Recipient”): _____

1(a). The material to be transferred (“MATERIAL”) (name or description of human specimen(s) or collections, method of preservation, organ source, etc.):

1(b). Designate the status of the MATERIAL (**check one below**):

Unidentifiable Coded

2. The Recipient will use the MATERIAL (**check one only**):

_____ As a biospecimen resource that will distribute the MATERIAL to the research community on behalf of the Provider under a separate MTA

_____ To conduct an independent research project (describe the “RESEARCH PROJECT” below):

Recipient serving as a biospecimen resource

(Articles 3-6, 12, and 13 apply to Recipients serving as a biospecimen resource.)

3. If the MATERIAL is being provided by the Provider under this Agreement for the purpose of the Recipient distributing the MATERIAL to the research community, the Provider hereby grants the Recipient explicit permission to further distribute the MATERIAL to the research community as a biospecimen resource. **Provider approval (initial here)** _____

4. If the Recipient is designated as a biospecimen resource in Article 2, the Recipient is the custodian of the MATERIAL and therefore does not by virtue of this Agreement acquire any intellectual property rights in the MATERIAL nor in any research conducted by third parties using the MATERIAL.

5. The Recipient will distribute the MATERIAL in compliance with all applicable Federal, State and local statutes and regulations which include the Common Rule (45 CFR Part 46, Subpart A) and the Health Insurance Portability and Accountability Act (HIPAA).

6. The above MATERIAL is being distributed as a service to the research community. It is acknowledged that the MATERIAL is a resource in limited quantity and that further distribution for research purposes may be determined by scientific merit of the proposed research project. Accordingly, the MATERIAL will be made available to other scientists under a separate MTA for scientifically approved projects and to the extent supplies are available.

Recipient conducting an independent Research Project

(Articles 7-13 apply to Recipients conducting an independent Research Project)

7. If the MATERIAL is being provided by the Provider under this Agreement for the purpose of the Recipient conducting an independent research project, the MATERIAL will be used only for the RESEARCH PROJECT described in Article 2 and in compliance with all applicable Federal, State and local statutes and regulations, which include the Common Rule (45 CFR Part 46, Subpart A) and HIPAA. The MATERIAL was collected and is provided in accordance with appropriate Federal and local laws, assurances, and institutional review board approvals related to human subjects research. The Recipient is responsible for obtaining any necessary human subjects research approvals or exemptions required to use the MATERIAL for the RESEARCH PROJECT.
8. The Recipient will not further distribute the MATERIAL to others who are not under the Recipient's direct supervision without written permission from the Provider. The Recipient shall refer any request for the MATERIAL to the Provider.
9. The Recipient will in no way attempt to identify or contact the person(s) from whom the MATERIAL was collected or derived. Under no circumstances will the key to coded samples be given to the Recipient under this Agreement.
10. It is intended that the Recipient publish the results of the RESEARCH PROJECT and make the associated data available to the research community in a manner consistent with the NIH Data Sharing Policy found at http://grants.nih.gov/grants/policy/data_sharing/. The Recipient agrees to acknowledge the source of the MATERIAL in any publications or disclosures reporting use of it.
11. The Recipient retains ownership of intellectual property made by its employees using the MATERIAL as part of the RESEARCH PROJECT to the extent permitted by law or contractual agreements.

All Parties Agree

12. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS OR FOR THE TREATMENT OR DIAGNOSIS OF HUMAN SUBJECTS.
13. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in 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 MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Provider disclaims all liability for claims for damages that may arise from Recipient's use, storage, or disposal of the Material.

(Signatures found on the following page)

Provider Scientist: <hr/>	Name of Authorized Official: <hr/>
Provider Organization: <hr/>	Title of Authorized Official: <hr/>
Address: <hr/> <hr/>	
<hr/>	<hr/>
Signature for Provider Date	Signature of Authorized Official Date

Recipient Scientist: <hr/>	Name of Authorized Official: <hr/>
Recipient Organization: <hr/>	Title of Authorized Official: <hr/>
Address: <hr/> <hr/>	
<hr/>	<hr/>
Signature for Provider Date	Signature of Authorized Official Date

Acknowledgement of Recipient Scientist: I have read and understood the conditions outlined in this Agreement, and I agree to abide by them in the receipt and use of the MATERIAL.

 Scientist Receiving Material Date