

NMDP/Be The Match AGREEMENT FOR SHARING RESEARCH SAMPLES

The National Marrow Donor Program (“NMDP”)/Be The Match is pleased to supply you with the material noted in this agreement for your use in research only. Commercial use or development of the material or third party distribution of the sample(s) is *NOT* authorized. In order to protect essential interests of the NMDP/Be The Match, we require that you be authorized to enter into this agreement and that you agree to the following:

1. The material will be used only for purposes stipulated in the research sample request and for which it was approved by the NMDP/Be The Match. The material will be used only in your laboratory for your own evaluation under suitable containment conditions and will not be used in any manner on human subjects. The material will not be distributed to any other third party, at your institution or otherwise, without written permission from NMDP/Be The Match. Upon request, you shall return to the NMDP/Be The Match any samples obtained from the Repository. You will comply with all laws, regulations, NIH guidelines and NMDP/Be The Match policies concerning: 1) the use of the material and 2) the protection of confidential patient and donor information.
2. To indemnify and hold harmless the NMDP/Be The Match and its Repository from any claims, costs, damages or expenses resulting from any injury (including death), damage or loss that may arise from the use of the research samples either directly or in preparation of a product.
3. The NMDP/Be The Match makes no representation that use of the material will not infringe upon any patent or any other proprietary rights and makes no express or implied warranties of any nature.
4. In consideration for receiving the samples at reduced cost, the Investigator and sponsoring institution agree to grant the NMDP/Be The Match and the U.S. government a paid-up, non-exclusive, irrevocable worldwide license to use any copyright or patent resulting from research utilizing the samples.
5. You assume all risks and responsibilities in connection with receipt, handling, storage and use of the material.
6. You warrant that you have the authority to execute this agreement on behalf of the recipient institution.
7. You agree that under no circumstances will the key to the identity of the research samples provided by the NMDP/Be The Match be released to you or any other member of your research team.

The material requested is: _____

Agreed by: _____
Signature of Individual Authorized to Execute *Date*

Printed Name of Individual Authorized to Execute

Name and address of recipient institution:

Approved by NMDP/Be The Match: _____

Carefully read and sign two copies of this agreement and retain one copy for your records. The individual signing for the receiving institution must have authority to sign on behalf of their institution.

Return one copy to Scientific Services, National Marrow Donor Program/Be The Match, 3001 Broadway Street NE, Suite 500, Minneapolis, MN 55413 (Fax: 612/362-3488).

The material will be shipped after receipt of the signed agreement and payment by the NMDP/Be The Match.