

Dear Researcher,

The scientists at Oregon Health & Science University (OHSU) are pleased to support your research with the material(s) you have requested. Before your request can be fulfilled, a **Simple Letter Agreement for Transfer of Non-Proprietary Biological Material** must be completed.

To complete this agreement, please:

- Fill-in the information on the form for:
 - Material being requested (top of the first page of the agreement)
 - Courier account number (bottom of the first page of agreement), solely to cover cost of shipping material to the requesting scientist.
 - A brief description (a few sentences will suffice; top of the second page of the agreement) of the research for which the material will be applied.
 - Names, titles and address of Recipient Scientist (head of the lab), Recipient's Institute, Authorized official.
- Print two copies of the **Simple Letter Agreement for Transfer of Non-Proprietary Biological Material** provided, and review the terms of this agreement.
- The Principle Investigator, or head of lab, for the laboratory receiving the material must sign all copies of the agreement (as "Recipient Scientist"), indicating acknowledgement and understanding of the terms of this agreement.
- Obtain signature, on both original copies, of the recipient institute's official authorized to enter into agreements (usually from the institution's Technology Transfer office, or other office that manages intellectual property).
- One original copy of the signed agreement should be retained by the requesting scientist's institute for its records.
- Send one original copy of the fully signed agreement, by postal service or courier, to:

Technology & Research Collaborations – AD120
Oregon Health & Science University
2525 S.W. 1st Avenue, suite 120
Portland, OR 97201
U.S.A.

Upon receipt of the signed **Simple Letter Agreement for Transfer of Non-Proprietary Biological Material** by OHSU's office of Technology & Research Collaborations, the scientist providing the material will be informed of their authorization to send the requested material.

For questions or comments regarding this **Simple Letter Agreement for Transfer of Non-Proprietary Biological Material**, please contact OHSU's Office of Technology & Research Collaborations.

Telephone: (503) 494-8200
Telefacsimile: (503) 494-4729

Simple Letter Agreement for Transfer of Non-Proprietary Biological Material

In response to the RECIPIENT's request for the MATERIAL:

the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.

2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

3. The MATERIAL will be used for teaching or not-for-profit research purposes only, as described in the Statement of Proposed Research, below.

4. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.

5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE MATERIAL IS PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY 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, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the Material except that, to the extent permitted by law, OHSU shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of OHSU.

7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

8. Please provide your Federal Express, or other courier, number so that the MATERIAL can be shipped at RECIPIENT's expense. Courier Account No.: .

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

Statement of Proposed Research:

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient
Scientist:
Recipient
Organization:

Address:

Name of Authorized
Official:
Title of Authorized
Official:

Signature of Authorized
Official:

_____ / _____

Certification 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.

Recipient Scientist

Date

Please return one signed copy to:

*OHSU Technology & Research Collaborations, AD120
2525 SW 1st Ave, Suite 120
Portland, OR 97201
USA*

