

**LETTER AGREEMENT
FOR
TRANSFER OF
NON-PROPRIETARY BIOLOGICAL MATERIAL
BETWEEN
MEDICAL UNIVERSITY OF SOUTH CAROLINA
AND**

A. BIOLOGICAL MATERIAL (Enter description)

B. PROVIDER (Organization providing the BIOLOGICAL MATERIAL)

1. Authorized Official
2. Name of Organization
3. Street Address
4. City/State/Zip+4

C. RECIPIENT (Organization receiving the BIOLOGICAL MATERIAL)

1. Authorized Official
2. Name of Organization
3. Street Address
4. City/State/Zip+4

D. In response to the RECIPIENT's request for the BIOLOGICAL MATERIAL identified above, the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTISTS agree to the following before the RECIPIENT receives the BIOLOGICAL MATERIAL

1. The above **BIOLOGICAL MATERIAL** is the property of the **PROVIDER** and is made available as a service to the research community.
2. The **BIOLOGICAL MATERIAL** will be used for teaching and academic research purposes only.
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 Simple Letter Agreement, to other scientists (at least those at nonprofit organizations or government agencies) 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 Letter 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 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 the **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**, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the **PROVIDER**.

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 SCIENTIST**. The **PROVIDER** will then forward the **BIOLOGICAL MATERIAL**.

E. PROVIDER SCIENTIST

1. Name and Title
2. Street Address
3. City/State/Zip+4
4. Signature _____ Date
5. Organization Approval _____ Date

F. RECIPIENT SCIENTIST

1. Name and Title
2. Street Address
3. City/State/Zip+4
4. Signature _____ Date

G. RECIPIENT ORGANIZATION APPROVAL (Organization receiving the BIOLOGICAL MATERIAL)

1. Name of Organization
2. Street Address
3. City/State/Zip+4
4. Signature _____ Date
5. Name and Title