

NATIONAL MARROW DONOR PROGRAM AGREEMENT FOR SHARING RESEARCH SAMPLES

The National Marrow Donor Program (“NMDP”) is pleased to supply the [REDACTED] (“Requestor”) with the material noted in this agreement for use in research only. Commercial use or development of the material or third party distribution of the sample(s) is **NOT** authorized.

The NMDP requires that Requestor be authorized to enter into this agreement and that the Requestor agrees to the following:

1. The requested material will be used only for the following approved study:
[REDACTED]. The material will be used only by the Requestor, and any other approved institutional co-investigators, to carry out the Requestor’s own evaluation under suitable containment conditions the scope of work detailed in the approved study. The materials will not be used in any manner on human subjects.
2. The requested material will not be distributed to any other third party, at Requestor’s institution or otherwise, without written permission from NMDP.
3. That upon request, Requestor shall return to the NMDP any samples obtained from the Repository.
4. Requestor will comply with all laws, regulations, National Institutes of Health (“NIH”) guidelines and NMDP policies concerning: 1) the use of the material and 2) the protection of confidential patient and donor information.
5. Requestor will indemnify and hold harmless the NMDP 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.
6. That the NMDP 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.
7. The sponsoring institution agrees to grant the NMDP 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.
8. Requestor assumes all risks and responsibilities in connection with receipt, handling, storage and use of the material.
9. Requestor warrants that Requestor has the authority to execute this agreement on behalf of the recipient institution.
10. That all samples will be labeled with a sample identification code at the time of distribution to Requestor’s laboratory. Requestor agrees that under no circumstances will the key to the identity of the research samples provided by the NMDP be released to Requestor or any other member of Requestor’s research team.

11. Purchase Order. Requestor's Institution shall use its own purchase order format. All purchase orders are to be sent to the attention of: Matthew Johnson, Financial Accountant, National Marrow Donor Program, 500 N 5th St, Minneapolis, MN 55401-1206 or via email at mjohnso2@NMDP.ORG.

12. Invoice. NMDP may use its own invoice format referencing this project. All NMDP invoices will reference the corresponding Requestor's Institution's Purchase Order number(s). All invoices are to be sent to the bill to contact below:

13. Payment. Requestor shall remit payment to:

National Marrow Donor Program
NW 8428
P.O. Box 1450
Minneapolis, MN 55485-8428
Unite States

US ACH Remittance:

Send funds in US Dollars, (Free of ALL Bank Fees) to:
Wells Fargo Bank, Minneapolis, MN
Regional ABA# 091000019
Account#1091573
For Beneficiary/Bank Account Name: National Marrow Donor Program
Details of Payment: Invoice Number

USE ALTERNATIVE IF INTERNATIONAL: Requestor shall send funds in US Dollars, US currency (Free of ALL Bank Fees) via **SWIFT** Wire Transfer per the following instructions:

Beneficiary's Bank: Wells Fargo Bank Int'l
420 Montgomery Street
San Francisco, CA 94104
Swift Code: WFBIUS6WFFX
ABA: 121000248 [CHIPS ABA 0407]

For Further Credit to Beneficiary: National Marrow Donor Program: Account#1091573
Details of Payment: Invoice Number

14. Shipment. Shipment of the research materials shall be shipped to the primary laboratory contact and institutional location provided below:

Primary Laboratory Contact & Email: _____
Shipping Address: _____
Laboratory Telephone Number: _____

The material will be shipped after receipt of the signed agreement and payment by the Requestor's Institution.

15. Research Materials. The Research Materials covered by this Agreement are:

| | |
|--|--|
| Name of Clinical Study | |
| RESEARCH MATERIALS Requested and quantity: | |
| Cost Per Sample: | |
| Total Amount: | |

Please return the signed agreement to Renee Carby, Contracts Manager at rcarby@nmdp.org. Upon receipt, NMDP will approve and sign and a fully executed copy of this agreement will be submitted via email for Requestor's records.

This Agreement must be signed by individuals authorized to legally bind their respective Parties.

National Marrow Donor Program

[REQUESTOR INSTITUTION]

By:

(Authorized signature)

(Typed/Printed Name)

Title:

Date:

By:

(Authorized signature)

(Typed/Printed Name)

Title:

Date:
