



# CEDARS-SINAI MEDICAL CENTER.

[Standard]  
[DATE]

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Re: Research – Material Transfer Agreement

Dear [NAME]:

This is to acknowledge your request for \_\_\_\_\_ (“Material”) which will be provided to you by \_\_\_\_\_ of the Medical Center’s \_\_\_\_\_ for your use in non-commercial scientific research only, under the following conditions:

1. The Material covered by this Agreement includes not only the Material, but also any additional progeny or unmodified derivatives which could not have been made but for the Material and any related information and know-how which will be received under this agreement.
2. The Material will be used only by you and by individuals working under your direct supervision in your institution, and will not be transferred, distributed or released to any other person without the prior written approval of Cedars-Sinai Medical Center (“Medical Center”). You understand that no other right or license to this material or to its use is granted or implied as a result of our sending the Material to you. This Agreement constitutes a limited license to you to use the Material as permitted hereunder solely for academic and not-for-profit purposes. The Material shall not be used in research that is subject to consulting or licensing obligations to any corporation, institution, or individual unless specific prior written permission is obtained from Medical Center.
3. You will inform the Medical Center in confidence of research results related to the Material by personal communication or by providing the Senior Vice President for Academic Affairs with a manuscript describing the results of such research

[NAME]

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at least thirty (30) days prior to submitting the manuscript for publication. If publication results from research using the Material, acknowledgment of and/or credit will be given to the Medical Center, as scientifically appropriate. Any derivative of the Material made in your laboratory will be made available to the Medical Center upon request. If the research which involves the Material results in an invention or substance that may be commercially useful, then you will promptly disclose the invention or substance to your institution and notify it of Medical Center's role as a supplier of the Material used and the rights reserved hereunder. To the extent that is permissible under applicable law, the Medical Center's investigators will be recognized for their contribution.

4. The Material is made available for investigational use only in laboratory animals or in *in vitro* experiments and will not be used in humans or for any other purpose.

5. All characteristics of the material are not fully understood and its use may involve risks or dangers that are not known or fully appreciated. The Material will be used and disposed of by you in compliance with all laws and regulations including current National Institutes for Health guidelines. **THE MATERIAL IS EXPERIMENTAL IN NATURE AND IS PROVIDED WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS SAFETY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.** Acceptance of the material will constitute your acceptance of liability for any damages or injuries resulting from your possession or use of the Material. The Medical Center makes no representation that the use of the Material will not infringe any patent or other proprietary rights of third parties.

6. You and your institution will indemnify and hold the Medical Center and its agents and employees harmless from any loss, claim, damage or liability, of any kind, which may arise from or in connection with this Agreement over the use, handling or storage of the Material. In no case shall the Medical Center be liable for any use by you, by individuals working under your direct supervision, or by your institution, of the Material for any loss, claim, damage or liability, of any kind, which may arise from or in connection with this Agreement or the use of handling or storage of the Material.

7. You understand that no other right or license to this Material or to its use is granted or implied as a result of our sending the Material to you.

8. Upon the request of the Medical Center, any unused Material will be returned to the Medical Center or destroyed.

9. This Agreement shall be governed by and interpreted according to the laws of the State of California.

[NAME]

[DATE]

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If you agree to accept the Material under the above conditions, please sign the Agreement, have it signed by an authorized representative of your institution and return it to:

Cedars-Sinai Medical Center  
8700 Beverly Boulevard  
Los Angeles, California 90048-1865  
Attn: Senior Vice President for Academic Affairs  
with copy to: Senior Vice President for Legal Affairs and  
General Counsel

The Material will be sent to you as soon as possible after we receive a copy of the signed Agreement from you.

Sincerely yours,

CEDARS-SINAI MEDICAL CENTER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED:

[REQUESTING INSTITUTION]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_