**Letter Agreement for the Transfer of Human Specimens**

**The Washington University Women and Infants’ Health Specimen Consortium**

**For Academic/Non-Profit use only**

**WHEREAS**, The Washington University, One Brookings Drive, St. Louis, MO, U.S.A (PROVIDER), through its Women and Infants’ Health Specimen Consortium (WIHSC) Biobank, possesses coded human biological samples (MATERIAL); and

**WHEREAS**, the non-profit institution listed below (RECIPIENT) has requested the MATERIAL further described as: ***[Insert description of samples being provided here]***;

For use in the following not-for-profit research project (PROJECT): ***[Insert a brief description of the research project here].***

**THEREFORE**, in response to RECIPIENT’s request for the MATERIAL the PROVIDER asks that the RECIPIENT 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. MATERIAL provided pursuant to this Agreement was collected in accordance with the standard patient informed consent procedures of the PROVIDER in effect at the time of collection and subject to approval by the PROVIDER’s IRB. MATERIAL provided to RECIPIENT by PROVIDER will not contain personally identifiable patient information and will not include “Protected Health Information” (“PHI”) as defined in 45 C.F.R. section 164.501 unless a separate data use agreement has been executed.

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

3. The MATERIAL will be used for not-for-profit research purposes in conduct of the above PROJECT only.

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.

5. RECIPIENT agrees to acknowledge the Washington University Women and Infants’ Health Specimen Consortium in any presentation or publication that may result from the use of the MATERIAL in the PROJECT.

6. The RECIPIENT agrees that it will not have or seek access to any identifiable information (such as the key to the code) under any circumstances. The RECIPIENT agrees to never use the MATERIAL or any substance derived from the MATERIAL (e.g. DNA, RNA or any information provided with the MATERIAL) to attempt to ascertain the identity of the individual from whom the MATERIAL was obtained.

7. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties and may carry transmissible infectious agents. 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. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the RECIPIENT’S use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.

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

9. The 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:** [Enter amount here or “N/A” if no charge].

The RECIPIENT and RECIPIENT SCIENTIST must sign this letter and return one signed copy to the PROVIDER. Upon receiving this fully executed agreement, the PROVIDER will then send the MATERIAL.

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

Recipient Scientist: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGREED:**

Signature of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certification of Recipient Scientist: Although not a legal party to this Agreement, I have read and understood the conditions outlined in this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Recipient Scientist: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_