**MUTUAL MATERIAL TRANSFER AGREEMENT**

**FOR THE TRANSFER OF HUMAN MATERIALS**

**FOR RESEARCH PURPOSES**

This Human Material Transfer Agreement ("Agreement") is between University of Cincinnati, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code (“UC”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Collaborator”), for the transfer of material isolated from individuals who have or will participate in clinical research (each a “Human Subject”), with or without accompanying data, to be used for research purposes as further defined below. Provider and Recipient may each be referred to as a Party or collectively as Parties. This Agreement will become effective on the date of the last authorized signature below (“Effective Date”).

Recipient and Provider agree as follows:

1. UC will transfer to Collaborator the following materials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and/or the following data: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (collectively “UC Human Material”).
2. Parties will only use the other Party’s Human Material for the following internal research project: (“Research Project”).
3. Collaborator agrees to not do any of the following:
	* 1. **Use UC Human Material in humans or for any diagnostic, prognostic, or treatment purposes;**
		2. Use UCHuman Material for any commercial purposes, including selling, commercial screening, or transferring UCHuman Material to a third party for commercial purposes;
		3. Transfer UCHuman Material to anyone who is not under Collaborator Investigator’s (as listed on the signature page of this Agreement) direct supervision unless advanced, written approval of UC is obtained before any transfer.
4. If the Collaborator receives:
5. Information from UC, or information ascertained through Collaborator’s use of the Human Material, that can be used to determine a Human Subject’s identity, either alone or when combined with other personal or identifying information; or
6. Coded UC Human Material with the key to such information in 4(A) above

Then Collaborator agrees to:

1. Abide by all applicable human subjects and other regulations and guidance, which may include:
	1. The Privacy Act of 1974, as amended, at 5 U.S.C. §552a (“Privacy Act”), the Health Information Portability and Accountability Act of 1996 (HIPAA) or other equivalent privacy regulations; and
	2. 45 C.F.R. Part 46, 21 C.F.R. Parts 50 and 56, and FDA Good Clinical Practice Guidelines (ICH E6 Good Clinical Practice:  Consolidated Guidance, 62 FR 25692 (1997)); and
2. Maintain any transferred information in a secure manner that restricts access by any individual not involved in the Research Project (e.g., for paper records – locked file cabinets or continual physical presence in a room that locks, or for electronic records – encryption and password protection); and
3. Remove or destroy any information that may be used to identify a Human Subject at the earliest time at which removal or destruction can be accomplished consistent with the purpose of the Research Project; and
4. Make no further use or disclosure of the information unless approved by UC or required by Federal, State, or local laws (e.g., as required by the Federal Food, Drug, and Cosmetic Act, or state laws requiring the reporting of communicable diseases to State and local health departments).
5. Collaborator agrees not to contact or make any effort to identify Human Subjects, without specific written approval from the providing Party.
6. Collaborator represents that it has obtained Institutional Review Board or equivalent approval, as appropriate, to use UC Human Material.
7. All information to be deemed confidential that is transferred between the Parties under this Agreement will be clearly marked "CONFIDENTIAL" by the disclosing Party (“Confidential Information”) and maintained in confidence by the receiving Party for a period of three (3) years from the date of receipt. Any Confidential Information that is orally disclosed must be reduced to writing and marked “CONFIDENTIAL” by the providing Party and such notice must be provided to the receiving Party within thirty (30) days of the oral disclosure. Notwithstanding any other provision of this Agreement, the obligation to not disclose ISI to any other party will extend indefinitely.
8. For the purposes of this Agreement, Confidential Information will not include information that:
	1. Has been published or is otherwise publicly available at the time of disclosure to the receiving Party or was in the possession of or readily available to the receiving Party without being subject to a confidentiality obligation from another source prior to the disclosure;
	2. Has become publicly known, by publication or otherwise, not due to any unauthorized act of the receiving Party; or
	3. The receiving Party can demonstrate it developed independently, or acquired without reference to, or reliance upon, such Confidential Information.
9. If the receiving Party becomes legally required to disclose any of the Confidential Information, the receiving Party will take all reasonable measures to disclose only that Confidential Information legally required and will notify the disclosing Party as soon as practicable. In all instances, the receiving Party will only disclose that portion of the disclosing Party’s Confidential Information which is obliged to be disclosed. The disclosing Party is free to seek any remedies at law or in equity to limit or prevent the disclosure of the disclosing Party’s Confidential Information.
10. Collaborator will comply with all laws, rules, regulations and policies applicable to the handling, use and disposal of UC Human Material.
11. When the Research Project is completed or upon the termination of this Agreement, whichever comes first, any unused UC Human Material will be destroyed unless UC gives Collaborator directions for disposing of UC Human Material by another means.
12. Either Party may terminate this Agreement by providing sixty (60) days prior written notice to the other Party, subject to the terms of Articles 10 and 11, above.
13. In all oral presentations or written publications concerning the use of UC Human Material, Collaborator will acknowledge UC’s contribution of Human Material, unless requested otherwise by UC.
14. Any Human Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. **UC makes no representation nor extends any expressed or implied warranties of any kind, including warranties of merchantability, quality, or fitness for a particular purpose, or that the use of Human Material will not infringe any patent or other proprietary rights**.
15. UC will not be liable for any loss, harm, illness or other damage or injury arising from Collaborator’s handling, use or disposal of the Human Material. No indemnification for third party claims is intended, implied, or provided by either Party.
16. This Agreement may be executed in one or more counterparts, each of which together will be deemed original but all of which together shall constitute one and the same document. A Portable Document Format (PDF) or other common format electronic file or electronic signature will constitute valid execution and delivery of this Agreement. Any communication or notice to be given will be emailed via the contact information listed below.

**Signatures Appear on the Next Page**

**SIGNATURE PAGE**

The Parties have executed this Agreement by their respective duly authorized officers on the day and year hereinafter written. Any communication or notice to be given shall be forwarded in writing to the respective addresses listed below.

**FOR COLLABORATOR:**

|  |
| --- |
|  |
| Name DateTitle  |

Mailing Address for Notices:

Address:

Phone:

Fax:

Email:

**COLLABORATOR INVESTIGATOR:**

I have read and understood the terms and conditions of this Agreement.

|  |
| --- |
|  |
| (Signature of Provider Investigator) Date(Printed Name and Title)  |

**FOR UC:**

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| --- |
|  |
| Geoffrey Pinski DateAssistant Vice President, Technology Transfer  |

Mailing Address for Notices:

University of Cincinnati

2900 Reading Rd, Suite 460

Cincinnati, OH 45206-0829

513-558-6293

Uc-mta@ucmail.uc.edu

**UC INVESTIGATOR:**

I have read and understood the terms and conditions of this Agreement and I agree to abide by them in the receipt and use of the Human Material.

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| --- |
|  |
| (Signature of Recipient Investigator) Date(Printed Name and Title)  |