INSTRUCTIONS FOR RECIPIENTS OF BAYLOR COLLEGE OF MEDICINE MATERIAL

Baylor College of Medicine Material Transfer Agreement for Biological Material

For Academic and Non-Profit Entities (including Governmental Agencies)

Please read these instructions carefully and verify that all requested information and signatures have been obtained. Improper signatures or incomplete information will delay your request.

1. Read this entire form and provide the necessary information where requested on all pages of the form.

2. Have this form signed and dated by the Recipient Scientist. Please note that this must be someone of Principal Investigator status (i.e., not a student or post-doc) who will be responsible for ensuring that the material is used according to the terms of this agreement.

3. Have this form signed and dated on behalf of the Recipient Scientist’s Institution. Please note that this must be done by someone with signatory authority, usually by officials in the Institution's Technology Transfer Office or Office of Sponsored Research.

4. Email (mta@bcm.edu) or fax (713-798-6990) one signed document to us for processing. If your institution requires original hard copies, please mail 2 signed originals to:

Attention: Executive Director, Office of Research

Baylor College of Medicine

1 Baylor Plaza, BCM 310

Houston, Texas 77030

5. Baylor College of Medicine’s Office of Research will notify the Provider Scientist that the material may be released once the properly completed and signed agreement is received.

6. Please direct any questions to Baylor College of Medicine’s Office of Research:

Phone: 713-798-1297

E-mail: mta@bcm.edu

**BAYLOR COLLEGE OF MEDICINE MTA Implementing Letter**

**NOTE: THE BCM MTA IS A UBMTA WITH MODIFICATIONS**

**(SEE PAGE 2 FOR ADDITIONAL TERMS)**

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Uniform Biological Material Transfer Agreement (“UBMTA”) March 8, 1995, and to certify that the RECIPIENT (identified below) organization has accepted and signed a modified copy of the UBMTA with the additional terms on page 2. The RECIPIENT organization's Authorized Official also will sign this letter if the RECIPIENT SCIENTIST is not authorized to certify on behalf of the RECIPIENT organization. The RECIPIENT SCIENTIST (and the Authorized Official of RECIPIENT, if necessary) should sign this letter and return one signed copy to the PROVIDER. The PROVIDER SCIENTIST will forward the material to the RECIPIENT SCIENTIST upon receipt of the signed copy from the RECIPIENT organization. For complete terms of the UBMTA go to <http://www.autm.net/Technology_Transfer_Resources1/6730.htm> and click on [UBMTA Master Agreement](http://www.autm.net/AM/Template.cfm?Section=Technology_Transfer_Resources&Template=/CM/ContentDisplay.cfm&ContentID=3379).

Please fill in all of the blank lines below:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL:

Organization: Baylor College of Medicine

Address: One Baylor Plaza Houston, TX 77030-3411

Provider Scientist: Michael Lewis, PhD

2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL:

Organization:

Address:

Recipient Scientist:

3. ORIGINAL MATERIAL (Enter description):

 PDX model tissue and related specimens

4. Transmittal Fee to reimburse the PROVIDER for preparation and distribution costs (optional). Amount:\_\_\_\_\_\_Current price per specimen requested.\_\_\_.

ADDITIONAL BINDING TERMS AND CONDITIONS

1. Expansion of the definition of MATERIAL: As used in this document, the term “MATERIAL” shall encompass not only the biospecimens shared by the PROVIDER SCIENTIST with the RECIPIENT SCIENTIST, but also any data associated with the biospecimens that existed before the biospecimens were shared, including clinical, demographic, genomic, and follow-up data.
2. The RECIPIENT SCIENTIST agrees to report and provide any publications resulting from the use of the MATERIAL to the PROVIDER SCIENTIST. Publications containing assay results, data, images or products generated by the Core (described and identified within the Patient-Derived Xenograft Core Tissue Request Form) shall require citation in the acknowledgment section of the paper to include the core name, core personnel and any grants that directly support core operations (P30 Cancer Center Support Grant NCI-CA125123, CPRIT Core Facilities Support Grant RP220646). If scientifically or academically appropriate, Core Staff (identified in the Tissue Request Form), shall be included as authors on publications.
3. In accordance with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Pts. 160 and 164 “HIPAA”), the RECIPIENT SCIENTIST shall make no attempt to identify any individual, or relative of an individual, who may have provided the MATERIAL received by the RECIPIENT SCIENTIST under this agreement from the PROVIDER SCIENTIST. The RECIPIENT SCIENTIST shall not attempt to identify patients using any existing records, nor shall the RECIPIENT SCIENTIST generate data from the specimens that could be used to identify a donor patient. S/he shall also ensure that none of her/his subordinates shall make any such attempts. If the identity of any person whose data/tissue are included in the MATERIAL provided is discovered inadvertently, the following should be done: a) no use will be made of this knowledge by any person, b) PROVIDER SCIENTIST will be notified of the incident immediately, and c) no one else will be informed of the discovered identity.
4. The RECIPIENT SCIENTIST shall ensure that any publications do not violate the obligations of patient confidentiality set forth above as required by HIPAA.
5. 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, **NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE**.

This Implementing Letter is effective when signed by all parties. The parties executing this Implementing Letter certify that their respective organizations have accepted and signed a modified copy of the UBMTA, and further agree to be bound by its terms, for the transfer specified above.

BAYLOR COLLEGE OF MEDICINE RECIPIENT

AUTHORIZED SIGNATORY: AUTHORIZED SIGNATORY:

Signature: Signature:

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

Leticia Guerrero Recipient Official

Director, Sponsored Programs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Typed Name

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title

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

 Date

Signature: Signature:

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

Michael Lewis, PhD

PROVIDER SCIENTIST RECIPIENT SCIENTIST

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

Date Date

Questions regarding this Agreement Address where Materials should be shipped:

shall be referred to:

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

Sponsored Programs Office

Baylor College of Medicine \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

One Baylor Plaza, M/S BCM 310

Houston, TX 77030 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

713 798-1297

mta@bcm.edu