## [PRINT ON MASS GENERAL BRIGHAM INSTITUTION LETTERHEAD]

Template Instructions: Use this template for the transfer of NON-IDENTIFIABLE tissue to an ACADEMIC recipient. "NON-IDENTIFIABLE" means you have destroyed any code or link that allows you to connect the sample to an identifiable human subject, or such a link was never retained. NON-IDENTIFIABLE SAMPLES DO NOT retain a key to a code linking the sample to a human subject. Mass General Brigham investigators must include a copy of this document when shipping samples. A signature from the recipient investigator is not required. Mass General Brigham investigators must retain a copy of this signed document in their files. Mass General Brigham investigators must fill in the text fields that describe the samples and proposed uses. Separate review of this agreement by CRSL and/or the IRB is NOT required if otherwise not altered. **Delete these instructions before printing.** 

Type in Today's Date

Type in Name of Recipient Scientist, and Title, if any Institution Address Address

## Dear Recipient Scientist:

You have requested that **type in Mass General Brigham/Name of Bank** ("Institution") provide you with the following non-identifiable tissue samples **type in description of samples** in connection with the following not-for-profit project (*i.e.*, research or teaching) at your academic institution: **type in description of the research project, name institution and where the research project will take place** ("Project"). Because of the nature of your intended use at your institution, we are pleased to provide these samples. **By accepting these samples, you agree to the following terms.** If you later request additional samples of the same type in connection with the Project specified above, these terms also will apply to such requests.

1. You agree that you will use these samples only for the Project described above. You understand that THESE SAMPLES ARE NOT INTENDED FOR USE IN, AND YOU AGREE THAT YOU WILL NOT USE THEM IN, HUMAN SUBJECTS. You also agree that the samples will be used only by you and by individuals under your direct supervision on your Project team, and you agree not to transfer these samples to any other person, institution, or entity. You agree that you and individuals under your direct supervision on your Project team will use the samples in compliance with all applicable laws and regulations.

- 2. You agree to review the details of the Project with your own institution and your institution's IRB to determine whether they will require further institutional and/or IRB review. You also agree to acknowledge the source of the samples in any publications reporting use of them.
- 3. The samples are provided at no cost or with an optional transmittal fee solely to reimburse preparation and distribution costs. If a fee is requested, the amount will be indicated here: **type in fee or n/a.**
- 4. These samples are provided in a non-identifiable form such that links to an identifiable human subject do not exist. You agree to never use the samples or any material derived from the samples (i.e. DNA, RNA or the limited information provided with the samples) to attempt to ascertain the identity of the individual from whom they were obtained.
- 5. You accept these samples as-is. You understand that these samples may have hazardous properties and may carry transmissible infectious agents. I AND INSTITUTION MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. THE INSTITUTION, ITS PERSONNEL, AND I DISCLAIM ALL LIABILITY FOR ANY CLAIMS OF DAMAGES THAT MAY ARISE FROM YOU, YOUR INSTITUTION, OR THIRD PARTIES RELATING TO THE USE, STORAGE, OR DISPOSAL OF THE SAMPLES.

Sincerely,
Type in Name of Institution Investigator/Bank Administrator Signing Above

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