



**The New Jersey Stem Cell Resource**  
at The Coriell Institute for Medical Research  
403 Haddon Ave ♦ Camden, New Jersey 08103  
[www.coriell.org/ccr/njscr](http://www.coriell.org/ccr/njscr) ♦ njscr@coriell.org

**MATERIAL TRANSFER AGREEMENT**  
Simple Letter Agreement for Transfer of Non-Proprietary Biomaterials

The principal investigator and the legally binding authorized institutional official (the RECIPIENT) must sign this statement agreeing to adhere to the following conditions. The signed form must be returned to The New Jersey Stem Cell Resource at Coriell Institute (the PROVIDER) at the address listed above before umbilical cord blood, umbilical cord and placental tissue and related cell cultures (the MATERIALS) can be released.

**USE AND WARRANTY** The MATERIALS are provided as a service to the research community. They are provided without warranty of merchantability or fitness for a particular purpose and without any other warranty, expressed or implied.

**For State Institutions:** The RECIPIENT agrees to be responsible for any claims, costs, damages, or expenses resulting from any injury (including death), damage, or loss that may arise solely from the use of the MATERIALS to the extent permitted under the laws of this state. This provision shall also apply to any byproducts or derivatives of the specimens.

**For U.S. Government Laboratories:** The United States assumes the liability for any claims, damages, injury, or expenses arising from the use of material or any byproduct or derivative, but only to the extent provided under the Federal Tort Claims Act (28 U.S.C. Chapter 171).

The RECIPIENT agrees to indemnify, defend and hold harmless the United States Government, Coriell Institute for Medical Research, its subsidiaries, affiliates, employees, and agents, and the contributor from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, penalties, costs and liabilities of whatsoever kind and nature, including but not limited to reasonable attorney's fees and legal costs, and for injury to or death of persons arising directly from the use of the MATERIAL and any byproducts or derivatives of these biomaterials.

**This material is NOT for use in human subjects.**

**PROHIBITIONS ON RESALE AND REDISTRIBUTION INCLUDING RESTRICTIONS ON COMMERCIAL USE** There is no restriction on development of commercial products resulting from the knowledge gained from studies using the MATERIALS. However, use of the MATERIALS, and products derived from them, are subject to the prohibitions and restrictions below, to which the undersigned agree.

The RECIPIENT agrees that commercial use of products derived from the MATERIALS is permitted with prior notification of and approval by the PROVIDER. The RECIPIENT of the MATERIALS for this use are responsible for complying with all laws and regulations applicable to the intended use of the materials including any requirements for FDA approval.



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Secondary distribution and shared use of the MATERIALS (including the expansion or subdivision of cell cultures) or the distribution of products derived from cell cultures obtained from the PROVIDER, with or without charge, is prohibited except under special circumstances.

**BIOHAZARD**

All human blood products, tissues and cells have the potential for carrying viruses, latent viral genomes, and other infectious agents in an unapparent state. The MATERIALS shipped by the PROVIDER should therefore not be treated as if they are free of contamination. The MATERIALS should always be handled carefully by trained persons and under laboratory conditions that afford adequate biohazard containment. By accepting the MATERIALS, the RECIPIENT assumes full responsibility for their safe and appropriate handling.

**Provider Information and Authorized Signature**

Provider Scientist: Margaret A. Keller, Ph.D.  
Provider Organization: Coriell Institute for Medical Research  
Address: 403 Haddon Ave, Camden, New Jersey 08103  
Name of Institutional Official: Joseph Mintzer  
Title of Institutional Official: Chief Operating Officer and VP

**Certification of Recipient Scientist**

I have read and understand the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the biomaterials.

Name of Recipient Scientist: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Certification of Institutional Official**

I have read and understand the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the biomaterials.

Name of Institutional Official: \_\_\_\_\_

Title of Institutional Official: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

THE MATERIALS ARE BEING PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER; ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE SPECIFICALLY DISCLAIMED.