[UFAMTA-26-xxxx]

To enable the most cost efficient and widespread distribution of nPOD Materials for the benefit of the scientific community, this Agreement has been drafted with terms that are standard and acceptable to virtually all institutions and is non-negotiable.
Changes may be proposed with and will be reviewed upon payment of a $100 document review fee.

Simple Letter Agreement for the Transfer of Human Materials

In response to RECIPIENT's request for the MATERIAL the PROVIDER asks that the RECIPIENT agree to and the RECIPIENT SCIENTIST acknowledge the following before the RECIPIENT receives the MATERIAL:

1. MATERIAL means: _____, and any progeny or unmodified derivatives thereof. MODIFICATIONS mean any substance that incorporates the MATERIAL.

2. The MATERIAL is made available by the PROVIDER as a service to the research community.

3. The MATERIAL is not for use in human subjects.

4. The MATERIAL will be used only for the research, and for the term, stated in the RECIPIENT SCIENTIST's nPOD approved application (the "RESEARCH").

5. 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. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists who apply to, and are approved by, nPOD.

6. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publication reporting its use. RECIPIENT affirms agreement with the current nPOD data sharing and publications policy in the RECIPIENT SCIENTIST's nPOD application, which is incorporated into this Agreement.

7. RECIPIENT or RECIPIENT SCIENTIST may not attempt to determine the identity of or contact subjects from whom the MATERIAL was collected. Should a human subject from whom MATERIAL was collected object to the use of the MATERIAL, then RECIPIENT agrees to comply promptly with PROVIDER's request to return or destroy that MATERIAL.

8. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. 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, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL.

9. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including applicable National Institutes of Health guidelines. The PROVIDER represents and certifies that it has coordinated with the relevant Institutional Review Board ("IRB") to secure approval for provision of the MATERIAL and has obtained patient consents, if applicable, to permit the RECIPIENT to conduct the RESEARCH, and, upon written request, will provide the RECIPIENT with a copy of the IRB approval. RECIPIENT certifies, **if applicable**, that it has obtained any Institutional Review Board or Ethics Committee approval that is required for this use of the MATERIAL in addition to the PROVIDER's IRB.

10. RECIPIENT acknowledges that this transfer is intended to be and is part of "conducting research, or designing and preparing research" which is, "subject to the requirements of, and in compliance with, 45 C.F.R. part 46, 21 C.F.R. parts 50 and 56, or 45 C.F.R. parts 160 and 164; or utilizing information that is deidentified consistent with 45 C.F.R. parts 160 and 164 and that is originally collected and maintained for research subject to the requirements of, and in compliance with, 45 C.F.R. part 46, 21 C.F.R. parts 50 and 56, or 45 C.F.R. parts 160 and 164."

11. 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: __0__

12. Optional: **IF, and only IF,** your institution has **legally required terms**, you may insert them here, **with a statutory reference** to the requirement.

The RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL

PROVIDER INFORMATION:
Provider Organization: **University of Florida Board of Trustees,** on behalf of the Network for Pancreatic Organ Donors with Diabetes (nPOD) in the University of Florida Diabetes Center of Excellence

Address for Scientific Matters: College of Medicine, 1275 Center Dr., BMS Rm J586, PO Box 100275, Gainesville, FL 32610
Address for Notices: UF Innovate | Tech Licensing, 747 SW 2nd Ave., Suite 108, Gainesville, FL 32601

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE
Agreed by:
Recipient Organization:
Address:
Name of Authorized Official:
Title of Authorized Official:

_____ _____
Signature of Authorized Official Date

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement.
Recipient Scientist Name:

_____ _____
Signature of Recipient Scientist Date