Simple Letter Agreement for the Transfer of Materials

In response to RECIPIENT’S request for the MATERIAL (defined below), the Chordoma Foundation asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. MATERIAL means: Please indicate U-CH cell line(s) requested chordoma cell lines

   The above MATERIAL is the property of the:

   Institute of Pathology
   Albert-Einstein-Allee 11
   D-89081 Ulm
   Germany

   and is made available through an agreement with the Chordoma Foundation as a service to the research community for the purpose of scientific collaborations.

2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

3. The MATERIAL will be used for teaching or research purposes only.

4. The MATERIAL will not be further distributed to others by the RECIPIENT. The RECIPIENT shall refer any request for the MATERIAL to the Chordoma Foundation. To the extent supplies are available, the Chordoma Foundation or the Institute of Pathology agree to use commercially reasonable efforts to make the MATERIAL available, under a separate Simple Letter Agreement to other recipients for teaching or research purposes only.

5. The RECIPIENT agrees to acknowledge the Institute of Pathology and the Chordoma Foundation, and cite the appropriate reference as indicated below in any publications reporting use of the MATERIAL. If the cell lines are a vital part of a publication, co-authorship for the developer(s) should be considered.


   e. Citation for U-CH14: Jäger D, et al., 2017. HOXA7, HOXA9, and HOXA10 are differentially expressed in clival and sacral chordomas. Sci Rep.

6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE CHORDOMA FOUNDATION AND THE INSTITUTE OF PATHOLOGY MAKE NO REPRESENTATIONS AND EXTEND 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. IN NO EVENT WILL THE CHORDOMA FOUNDATION OR THE INSTITUTE OF PATHOLOGY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, THE MATERIAL OR ANY RELATED INFORMATION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), EVEN IF THE CHORDOMA FOUNDATION OR THE INSTITUTE OF PATHOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE CHORDOMA FOUNDATION’S CUMULATIVE LIABILITY EXCEED ANY FEES PAID BY THE RECIPIENT UNDER PARAGRAPH 9 BELOW, EXCEPT IN THE EVENT OF THE CHORDOMA FOUNDATION’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

7. Indemnity.

   If the RECIPIENT is a Federal or State non-profit organization that is prohibited by law from entering into the indemnification obligation set forth in the subsequent paragraph:

   The RECIPIENT assumes all liability for any and all claims, losses, expenses and damages (including reasonable attorney’s fees) arising out of or relating to the RECIPIENT’s or RECIPIENT SCIENTIST’s use, receipt, handling, storage, transfer, disposal and other activities relating to the MATERIAL, provided that the RECIPIENT’s liability shall be limited to the extent that any such claim arises out of the Chordoma Foundation’s gross negligence, willful misconduct or fraud, and provided further that if the RECIPIENT is the U.S. federal government or a state institution or a foreign equivalent organization, the RECIPIENT assumes such liability only to the extent permitted under the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et seq. or under equivalent applicable state or foreign law.

   If the RECIPIENT is a for-profit organization or a private non-profit organization:

   The RECIPIENT agrees to indemnify and hold harmless the Chordoma Foundation and the Institute of Pathology against all claims, losses, expenses and damages (including reasonable attorney’s fees) arising out of or relating to the RECIPIENT’s or RECIPIENT SCIENTIST’s use, receipt, handling, storage, transfer, disposal and other activities relating to the MATERIAL, provided that the RECIPIENT’s liability shall be limited to the extent that any such claim arises out of the Chordoma Foundation’s gross negligence, willful misconduct or fraud. All non-monetary settlements will be subject to the Chordoma Foundation’s and the Institute of Pathology’s consent.

8. The RECIPIENT and RECIPIENT SCIENTIST agree to use the MATERIAL in compliance with all applicable statutes and regulations.

9. 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:

10. This Agreement shall be governed by the laws of the State of North Carolina, without reference to its choice of law rules. The RECIPIENT and RECIPIENT SCIENTIST may not assign or otherwise transfer this Agreement or any rights or obligations under this Agreement, whether by operation of
law or otherwise. Any such attempted assignment will be null and void. This Agreement constitutes the entire agreement between the Chordoma Foundation and the RECIPIENT and RECIPIENT SCIENTIST with respect to the MATERIAL and supersedes all previous agreements and representations. In the event of any breach of this Agreement by the RECIPIENT or RECIPIENT SCIENTIST, all rights granted hereunder by the Chordoma Foundation shall immediately terminate and the RECIPIENT and RECIPIENT SCIENTIST shall destroy all unused MATERIAL.

11. The Chordoma Foundation, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the Chordoma Foundation. The Chordoma Foundation will then notify the Institute of Pathology and send the MATERIAL to the RECIPIENT.

Signatures appear on the next page
PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Chordoma Foundation
PO Box 2127
Durham, NC 27702

Name of Authorized Official: Daniel Freed
Title of Authorized Official: Head of Target Discovery and Translational Research

Certification of Authorized Official: This Simple Letter Agreement has □ / has not □ [check one] been modified. If modified, the modifications are attached.

___________________________  ___________
Signature of Authorized Official  Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist:
Recipient Organization:
Address line 1:
Address line 2:
Telephone #:
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 and I agree to abide by them in the receipt and use of the MATERIAL.

__________________________________  ___________
Recipient Scientist(s)  Date