

AGREEMENT FOR USE OF LCBRN BIOSPECIMENS AND CLINICAL DATA

The recipient/investigator agrees that the biospecimens and clinical data provided by the Lung Cancer Biospecimen Resource Network (LCBRN) will be used only for the purposes specified in this application. The recipient agrees not to attempt to obtain information identifying the individuals providing biospecimens to the LCBRN. The recipient agrees that it shall not sell any portion of the biospecimens provided by the LCBRN, or products directly extracted from these biospecimens (e.g. protein, mRNA or DNA). The recipient agrees that it shall not transfer biospecimens (or any portion thereof) supplied by the LCBRN to third parties without the prior written permission of the LCBRN.

The recipient understands that while the LCBRN attempts to avoid providing biospecimens that are contaminated with highly infectious agents such as hepatitis and HIV, all biospecimens should be handled as if potentially infectious. The recipient acknowledges that the institution where the biospecimens will be used follows OSHA regulations for handling human specimens and will instruct their staff to abide by those rules. The recipient further agrees to assume all responsibility for informing and training personnel in the dangers and procedures for safe handling of human biospecimens.

Biospecimens are provided as a service to the research community without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. The LCBRN accepts no responsibility for any injury (including death) damages or loss that may arise either directly or indirectly from their use.

The recipient agrees to acknowledge the contributions of the Lung Cancer Biospecimen Resource Network in all publications resulting from the use of these biospecimens. Recommended wording to the methods or acknowledgement section is as follows: *"Human samples and associated clinical data were provided by the Lung Cancer Biospecimen Resource Network which is funded by the Congressionally Directed Medical Research Programs of the Department of Defense."*

When biospecimens are to be used at State Institutions: The institution 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 receipt, handling, storage and use of biospecimens received from the LCBRN to the extent permitted under the laws of this State. The undersigned warrants that they have authority to execute this agreement on behalf of the recipient institution.

When biospecimens are to be used at U.S. Government Agencies: The U.S. government assumes all risks and responsibilities in connection with the receipt, handling, storage and use of biospecimens received from the Lung Cancer Biospecimen Resource Network. The United States assumes liability for any claims, damages, injury or expense arising from the use of the material or any derivative, but only to the extent provided under the Federal Tort Claims Act (28 U.S.C. Chap. 171).

When biospecimens are to be used by all other institutions: The institution agrees to assume all risks and responsibility in connection with the receipt, handling, storage and use of biospecimens from the Lung Cancer Biospecimen Resource Network. It further agrees to indemnify and hold harmless the Lung Cancer Biospecimen Resource Network and the United States Government from any claims costs, damages or expenses resulting from the use of the biospecimens provided by the LCBRN. The undersigned warrant that they have authority to execute this agreement on behalf of the recipient institution.

BY MY SIGNATURE I AGREE TO THE TERMS SET FORTH IN THE ABOVE AGREEMENT

Typed Name of PI Recipient _____ Agency _____

Typed Name of Official Authorized to Sign for the Agency _____

Signature of PI Recipient/Date _____ Division or Department _____

Authorized Signature of Agency Official/Date _____

UPON RECEIPT OF THESE SIGNED UNDERSTANDINGS AND THE INFORMATION REQUESTED ABOVE, THE LUNG CANCER BIOSPECIMEN RESOURCE NETWORK WILL CONSIDER THIS REQUEST AND ALL FUTURE REQUESTS FOR BIOSPECIMENS.

THE TERMS OF THIS AGREEMENT MAY NOT BE MODIFIED. The LCBRN will not supply samples to institutions that do not agree to these terms.