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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its investigators(s) Dr(s). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter collectively referred to as “Recipient”), in consideration of the receipt of biological/chemical materials from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of King Fahad Medical City with a principal place of business at Khurais Road P.O. Box 59046, Riyadh 11525, Kingdom of Saudi Arabia (hereinafter KFMC), hereby agree to the following terms and conditions: |
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| 1. The biological/chemical materials to be provided to Recipient are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“The Materials”).
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| 1. The Materials shall be used exclusively for non-commercial research by Recipient at his/her research institution only, to study”: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| 1. All Biological Materials (blood, tissues, urine, etc.) to be provided to a Recipient outside Saudi Arabia should be anonymized or coded. It is illegal for the Recipient to keep any related personal information.
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| 1. The Recipient agrees that the Saudi Arabian National Committee of Medical and Bio-Ethics has the right to object to start or complete the research study if the Committee decided that the study has no benefit or impose direct or indirect harm to the Saudi Society.
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| 1. The Recipient agrees not to transfer the Material to anyone who does not work under his or her direct supervision at Recipient’s institution without the prior written consent of KFMC. Recipient shall refer any request for the Materials to KFMC. To the extent supplies are available, KFMC agrees to make the Materials available under a MTA to other scientists (at least those at non-profit or governmental institutions) who wish to replicate Recipient’s research. The Materials are the property of KFMC.
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| 1. Except as expressly provided in this Agreement, no rights are provided to Recipient under any patents, patent applications, trade secrets or other proprietary rights of KFMC. In particular, no rights are provided to use the Materials or Modifications and any related patents of KFMC for profit-making or commercial purposes, such as sale of the Material or Modifications, use in manufacturing provision of a service to a third party in exchange for consideration (not including sponsored research activities).
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| 1. If Recipient desires to license or use the Material for such profit making or commercial purposes, Recipient agrees, in advance of such use, to negotiate in good faith with KFMC to establish the terms of a commercial license. It is understood by Recipient that KFMC shall have no obligation to grant such a license to Recipient, and may grant exclusive or non-exclusive commercial licenses to others.
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| 1. This Agreement and the resulting transfer of Materials constitute a non-exclusive license to use the Materials solely for the basic research or other not-for-profit purposes described herein. Recipient shall not use Materials for any products or processes for profit-making or commercial purposes. The rights granted hereunder shall expire on the third anniversary of the date of execution by Recipient.
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| 1. This Agreement is not assignable.
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| 1. KFMC has made, or may make, Materials available to others, both profit and non-profit making institutions.
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| 1. Recipient agrees to provide KFMC with a copy of any publications which contain experimental results obtained from the use of the Material. Recipient will acknowledge KFMC as the source of the Materials in all publications containing any data or information about the Materials unless KFSH&RC indicates otherwise in advance of the publication.
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| 1. Upon direction of KFMC Recipient will arrange the return to KFMC, or disposal of, all unused Materials, whenever investigation for which it has been supplied, discontinues or is terminated. In the event investigator(s) transfer to another institution, a new MTA is to be executed.
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| 1. The Material hereunder provided is experimental in nature, and it is provided WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. KFSH&RC MAKES NO REPRESENTATION AND PROVIDES NO WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF THIRD PARTIES.
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| 1. To the extent allowable under applicable laws, Recipient agrees to indemnify, defend and hold harmless KFMC and its officers, staff, representatives and agents against all damages, expenses (including without limitation legal expenses ), claims, demands, suits or other actions arising from Recipient’s acceptance, use and disposal of the Materials and their progeny or derivatives.
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| 1. This Agreement shall be governed by the laws of the Kingdom of Saudi Arabia. The Courts of Saudi Arabia shall have jurisdiction in case of any dispute arising out of this agreement.
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| **PROVIDER:** |
| **Investigator’s Name:** |       |
| **Title:** |       |
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| **Mailing Address:** |       |
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| **Signature:** |  | **Stamp:**  |
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| **KFMC PATHOLOGY & CLINICAL LABORATORY ADMINISTRATION (PCLMA):** |
| **Name:** |       |
| **Title:** |       |
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| **Mailing Address:** |       |
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| **Signature:** |  | **Stamp:**  |
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| **RECIPIENT:** |
| **Auth. Inst. Officer’s Name:** |       |
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| **KFMC INSTITUTIONAL REVIEW BOARD (IRB) APPROVAL:** |
| **Auth. Inst. Officer’s Name:** | **Prof. Omar H. Kasule Sr.** |
| **Title:** | **Chairman, Institutional Review Board** |
|  | **King Fahad Medical City** |
|  |
| **Signature:** |  | **Stamp:** |
| **Date:** |  |  |