Terms and Conditions of Use Statement
For Material Requested From
Fred Hutchinson Cancer Center
IHWG Cell and Gene Bank

Not-For-Profit/Academic Entity

By accepting the MATERIAL (as defined below) the RECIPIENT agrees to the following terms and conditions:

RECIPIENT means the institution that requested and is receiving MATERIAL from the Fred Hutchinson Cancer Center IHWG Cell and Gene Bank.

MATERIAL means the genomic DNA listed in Exhibit 1, attached hereto, and incorporated herein in its entirety, and received by RECIPIENT from the Fred Hutchinson Cancer Center IHWG Cell and Gene Bank (“FHCC”), any and all progeny, clones, including unmodified derivatives of those genomic DNA and any modifications which are based on or incorporate an element of the original genomic DNA.

The RECIPIENT agrees that it shall use the MATERIAL for biomedical research purposes only. The MATERIAL shall not be sold or used for any commercial purposes. The above MATERIAL is being made available as a service to the research community.

THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING.

The RECIPIENT agrees to acknowledge the Fred Hutchinson Cancer Center IHWG Cell and Gene Bank in any presentations and publications reporting use of the MATERIAL.

The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

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Acceptance of the MATERIAL by the RECIPIENT shall be deemed agreement to these Terms & Conditions of Use.