**MJ Health Research Foundation**

**MJ Health Resource Center**

**Biological Samples, Data and Information User Agreement**

MJ Health Research Foundation (herein known as the Foundation) agrees to release the requested biological samples, data and information under MJ Health Resource Center’s management (herein known as the Materials) to \_\_\_\_\_\_\_\_ (hereinafter referred to as the User) for purposes of conducting biomedical/biological research. By signing this User Agreement (herein known as the Agreement), both the Foundation and the User agree to the following:

Project Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Area and Purpose of Material Use

Upon receiving the Materials as a result of signing the Agreement, the User must respect the area and purpose of material use as set out in the approved application and must not assume use outside the said area and purpose without permission. Should the need to use the Materials outside the approved area arise, the User must apply to modify the current area of use and gain approval from the Foundation prior to use.

2. The User’s Responsibility for the Materials

a. It is the User’s responsibility to take necessary measures with respect to protection of data privacy and security, while observing related laws and the Foundation’s guidelines regarding data security.

b. Prior to any use of the Materials by all research personnel (those directly involved in, or having knowledge of the proposed use of the Materials) including research professionals, other employees, representatives, consultants or those from the User’s collaborating organizations, the **user shall sign the confidentiality agreement with the aforementioned personnel in order to protect the privacy and security of the materials.**

c. Other legal affairs which arise as a result of use of the Materials by the User are the sole responsibility of the User, not that of the Foundation.

3. Regulations and Limitations for the Use of the Materials

a. Except to the User’s collaborators as listed in the originally approved application, the User shall not transfer the Materials to any third party without written permission from the Foundation.

b. Biological samples (excluding their derivatives) contained in the Materials shall not be exported.

c. Any international transport of data and information contained in the Materials, as well as the export of the derivatives of biological samples therein, should not take place without advanced notice to and prior approval from the Competent Authority.

d. In accordance with Human Biobank Information Security Act Article 18, the User must perform biological information security audit as needed per the requirement of Annual Biological Information Security Audit Plan established by the Foundation. The Foundation shall keep records of such audits in permanent storage.

4. Research Result Publication and Disclosure

a. The User shall include proper citations crediting the Foundation’s involvement or assistance in the research project. In addition, the following reference information shall be included in the research publication as well:

(Details may vary according to the individual research project) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. The Foundation shall publish, on a regular basis, a list of approved users of the Foundation’s data or biological samples and their research results in accordance with Human Biobank Management Act Article 22. As such, the User shall provide information regarding its research to the Foundation upon request.

5. Fees

Upon signing the Agreement, the User agrees to pay NT$ \_\_\_\_ (amount varies according to individual research project) (fees are nonrefundable). **The User shall clear the payment before the materials can be received.**

6. Reciprocity of Commercial Profits

a. The User agrees to reciprocate \_\_\_ percent of commercial profits obtained as a result of research based on the use of the Materials to the Foundation.

b. The User shall report to the Foundation any commercial use of the research result based on use of the Materials. In implementing such reciprocity, the User shall supply records of relevant financial transactions and fulfill its reciprocity obligation to the Foundation according to the aforementioned percentage and relevant financial records.

c. The Foundation shall return no less than 50% of the Reciprocity proceeds due to commercial use of research result by the User to the general public.

7. Initiation and Expiration of the Agreement

 The Agreement is valid from mmddyyyy to mmddyyyy

8. Disclaimer

The Foundation does not guarantee that the Materials are 100 percent accurate, error-free, technically operable or up-to-date, easily commercialized or free of any copyright infringement to a third party entity. The User shall realize that the Materials may contain typographical errors, calculation errors, missing data or any other forms of errors. The User shall agree not to pursue legal actions as a result of such errors.

9. Confidentiality Agreement

a. As either the User or the Foundation may become privy to the other’s sensitive or classified information such as business plans, technical expertise or research operations, both parties shall uphold confidentiality agreement and not disclose such information to any third party entity.

b. The following list describes situations that do not constitute a breach of confidentiality agreement:

i. The disclosure of classified information is not due to any one party’s negligence or criminal intention.

ii. As the Agreement takes effect, one party legally obtains classified information of the other party through the third party, while the third party has not entered confidentiality agreement with the first party.

iii. One party obtains written consent to disclose such information from the other party before disclosure.

iv. One party is ordered by the court to disclose such information.

c. The confidentiality agreement associated with the Agreement shall remain in effect for one year after the Agreement expires or terminates.

10. Right to Audit

The Foundation reserves the right to audit the User regarding the use, management and destruction of the Materials and require such information in writing.

11. Agreement Change or Termination

If the User finds it difficult to follow through any part of the Agreement while conducting the research project, it may communicate such difficulty with the Foundation’s Ethics Committee in writing and make changes to existing project after receiving its permission, or terminates the project.

12. Breach of Contract

If the User violates any or all parts of the Agreement, in addition to requesting compensations, **the foundation may order the User to correct before a set deadline, or terminate or dissolve the Agreement altogether.** The Foundation may also publicly disclose such breach of contract and decline any further applications from the User within a designated period.

13. Final **Disposal** of the Materials

When the Agreement expires or terminates, the User shall \_\_\_\_\_\_\_\_\_ the Materials, and deliver proof of such **disposal** to the Foundation.

14. Consensual Jurisdiction

Should disputes or conflicts arise as a result of executing the Agreement or violation of any or all parts of the Agreement, both the User and the Foundation agrees to first negotiate in good faith. Should the said negotiation fail to settle the differences and legal proceedings ensue, both the User and the Foundation agrees to use Taiwan Taipei District Court as the consensual jurisdiction.

15. Governing Law

Areas beyond the scope of the Agreement shall be covered in MJ Health Resource Center Research Material Review Standard Operating Procedure, MJ Health Resource Center Commercial Profits Reciprocity Guidelines, information security guidelines and other related regulations.

16. Number of Copies

The Agreement shall have two copies that go into effect upon signing. One is kept by the User, the other by the Foundation.

The Foundation

 Signature:

 Address:

 Contact Person:

 Phone:

 The User

 Signature:

 Address:

 Contact Person:

 Phone:

Date: