

MOTHERS' MILK BANK DONATION & OUTREACH CENTER AGREEMENT

EFFECTIVE DATE: _____

This agreement, effective on the date above, serves as a mutual understanding between Mothers' Milk Bank (MMB), a program of Rocky Mountain Children's Health Foundation and member of the Human Milk Banking Association of North America (HMBANA), and _____ regarding the collection, storage, and transfer of donor human milk and blood and is subject to the terms and conditions herein.

Both parties agree as follows:

Mothers' Milk Bank will:

- Screen all referred donors using Human Milk Banking Association of North America Guidelines.
- Send tubes and instructions for blood draw to donors.
- Provide HMBANA Guidelines in writing to the Donation & Outreach Center to be followed, as well as provide 30 days advanced written notification of any changes to Guidelines.
- Provide log sheets for incoming and outgoing milk and blood.
- Send shipping boxes with instructions and prepaid FedEx labels (if applicable)
- Pasteurize, process, and distribute the milk sent in by the Donation & Outreach Center according to HMBANA Guidelines.
- Send out a request for signature on the MMB Compliance Verification report annually.

The Donation & Outreach Center will:

- Procure a freezer and thermometer that meets the specifications of Mothers' Milk Bank.
- Locate the freezer in a secure location and maintain under clean conditions.
- Record the temperature of the freezer each day the facility is open.
- Refer potential donors.
- Receive milk and log it on the milk intake record.
- Pack milk with dry ice or ice packs and ship it to Mothers' Milk Bank (if applicable).
- Work with Mothers' Milk Bank to promote the Donation & Outreach Center in their community.
- Send to MMB all DOC promotional and media materials in advance of distribution for review and approval by MMB.
- Sign and return the Compliance verification report annually.

The Donation & Outreach Center will not be paid financially for these services. In recognition of this agreement, MMB will give the Donation & Outreach Center priority to any milk orders, whenever possible.

MMB and the Donation & Outreach Center will comply with any and all applicable federal and state regulations regarding confidentiality.

Indemnification Obligations: Each party (the Indemnitor) will indemnify, defend and hold harmless the other party and its officers, directors, employees, and agents (jointly and severally, the Indemnitees) from and against all losses asserted directly or indirectly by any other person for any actual or alleged: (a) infringement of any trademark, patent, copyright, right of privacy, publicity, names or likeness, or any other Intellectual property right of that other person by the Indemnitor or any goods or services provided by the Indemnitor; (b) defect in the good and service is provided by the Indemnitor except as set forth below; (c) negligent act or omission by the Indemnitor; (d) breach of any representation; (e) Intentional misconduct by the Indemnitor and (f) violation of any applicable law by the Indemnitor; in each case, whether arising from or in connection with a demand, action, regulatory law, lawsuit, proceeding, judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise.

The parties agree that the Donation & Outreach Center undertakes this engagement on a commercially reasonable efforts basis. The Donation & Outreach Center makes no warranty of any kind and expressly disclaims any implied warranties of merchantability or fitness of purpose. MMB agrees to indemnify and hold the Donation & Outreach Center harmless, including its officers, directors, agents and employees against all liability, claims, damages, suits, demands, expenses and costs of every kind arising out of or in consequence of the participation in this Agreement.

With respect to all work, duties and obligations hereunder, it is mutually understood that the Donation & Outreach Center and all staff performing services do so as independent contractors and not as employees, agents, borrowed servants, joint ventures or partners of or with MMB.

Neither party shall assign this Agreement in whole or in part without the written consent of the other. This Agreement shall remain in full force and effect for five (5) years from its effective date. Either party may terminate this Agreement with or without cause by giving the other party not less than thirty (30) days written notice.

The parties expressly agree to comply with all applicable patient information, privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA), accrediting bodies and other State and Federal laws and regulations as amended from time to time.

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof. If any of the provisions to this Agreement shall be declared invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting any remaining portions of the Agreement. This agreement may be amended only upon a writing signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without respect to its conflicts of laws rules and venue for any suit hereunder shall be in the City and County of Denver, Colorado.

All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States mail, certified, return receipt requested addressed to the parties at the addresses set forth in this section or to such other address as may hereinafter be specified by any party or parties.

Mothers' Milk Bank
Rocky Mountain Children's Health Foundation
5394 Marshall Street, Suite 400
Arvada, CO 80002

Donation & Outreach Center

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____