

SIMPLE LETTER AGREEMENT FOR TRANSFER OF NON-PROPRIETARY BIOLOGICAL MATERIAL

PROVIDER

AUTHORIZED OFFICIAL: Andrew Paterson

ORGANIZATION: Plant Genome Mapping Laboratory

CAGT, 111 Riverbend Road, Rm 228,
ADDRESS: University of Georgia, Athens, Georgia 30602

RECIPIENT

AUTHORIZED OFFICIAL: _____

ORGANIZATION: _____

ADDRESS: _____

In response to the RECIPIENT's request for the BIOLOGICAL MATERIAL identified as

the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the BIOLOGICAL MATERIAL:

1. The above BIOLOGICAL MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
2. The BIOLOGICAL MATERIAL will be used for teaching and academic research purposes only.
3. The BIOLOGICAL MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the BIOLOGICAL MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the BIOLOGICAL MATERIAL available, under a separate Simple Letter Agreement, to other scientists (at least those at nonprofit organizations or government agencies) who wish to replicate the RECIPIENT SCIENTIST's research.
4. The RECIPIENT agrees to acknowledge the source of the BIOLOGICAL MATERIAL in any publications reporting use of it.
5. Any BIOLOGICAL MATERIAL delivered pursuant to this Simple Letter Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the BIOLOGICAL MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

6. The RECIPIENT agrees to use the BIOLOGICAL MATERIAL in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA.
7. The BIOLOGICAL MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here:

The RECIPIENT and the RECIPIENT SCIENTIST should sign both copies of this letter and return one signed copy to the PROVIDER SCIENTIST. The PROVIDER will then forward the BIOLOGICAL MATERIAL.

PROVIDER SCIENTIST

ORGANIZATION: University of Georgia *CAGT, 111 Riverbend Rd Rm 228*
ADDRESS: Plant Genome Mapping Laboratory, _____, Athens, Georgia 30602
NAME: Andrew H. Paterson

TITLE: Professor

Signature: _____

Date: _____

RECIPIENT SCIENTIST

ORGANIZATION: _____

ADDRESS: _____

NAME: _____

TITLE: _____

Signature: _____

Date: _____

RECIPIENT ORGANIZATION APPROVAL

AUTHORIZED OFFICIAL: _____

TITLE: _____

ADDRESS: _____

Signature: _____

Date: _____