

SIMPLE LETTER AGREEMENT FOR THE TRANSFER OF MATERIALS

In response to the RECIPIENT'S request for the MATERIAL:

“ ”

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

1. RECIPIENT shall make no use whatsoever of any MATERIAL, except as expressly permitted by this Agreement. RECIPIENT shall comply with all applicable laws, rules and regulations concerning the use of the MATEIRAL, and shall use suitable containment conditions.
2. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
3. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
4. The MATERIAL will be used only for academic or other noncommercial/not-for-profit research purposes.
5. The MATERIAL will not be further distributed to others without the PROVIDER'S written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for academic or noncommercial/not-for-profit research purposes only.
6. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
7. “Confidential Information” shall mean: (1) any written communications between the parties concerning the MATERIAL that is clearly marked “CONFIDENTIAL INFORMATION” in bold letters in conspicuous locations, and (2) any oral communications between the parties concerning the MATERIAL, provided that the substance of the oral communication is reduced to writing with the writing clearly marked “CONFIDENTIAL INFORMATION” in bold letters in conspicuous locations, and with the writing thus marked delivered to all personnel of the receiving party to whom the oral disclosure was made within thirty (30) days of the initial oral disclosure.
8. Except as otherwise provided in this Agreement, each party agrees to hold in confidence all Confidential Information disclosed by the other party related to the MATERIAL. Neither party shall be obligated to maintain the confidentiality of its own Confidential Information, except to the extent that the disclosure of a party's own Confidential Information has the effect of incidentally disclosing the other party's Confidential Information as well.
9. These obligations of confidentiality shall apply for a period of three (3) years from the date of each disclosure, and shall survive the termination or expiration of this Agreement unless or until such Confidential Information : (a) is in the public domain or thereafter becomes part of the public domain through no fault or act of the receiving party; or (b) is known by the receiving party prior to disclosure by the disclosing party; or (c) is subsequently disclosed to the receiving party by a third party having a legal

right to do so, without restriction; or (d) is required to be disclosed by a court or government agency, provided that the disclosing party is given reasonable notice under the circumstances and the opportunity to contest the required disclosure.

10. Any MATERIAL delivered pursuant to this 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 MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

11. Except to the extent prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the 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.

12. If PROVIDER has grounds to suspect that RECIPIENT has violated the terms of this Agreement, then upon notice from PROVIDER, RECIPIENT shall immediately transfer to PROVIDER (or destroy) all MATERIALS in RECIPIENT'S possession, custody or control.

13. RECIPIENT may not assign, transfer or sublicense any rights under this Agreement.

14. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for commercial purposes.

15. Inventorship of intellectual property generated through the use of this material will be determined according to U.S. Patent Laws. However, in the event that RECIPIENT invokes the CREATE Act (pursuant to 35 U.S.C. §103(c)) without prior written consent from PBRC, any patent obtained by RECIPIENT by asserting that this MTA is a joint research agreement will be jointly owned by PBRC and RECIPIENT.

16. The 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: N/A .

17. If any patient information or other clinical data will be transferred with the samples, the transfer of these samples with identifiable information may carry additional requirements (e.g., patient consent and authorization) under federal human subjects regulations and/or the HIPAA Privacy Rule. These identifiers include: name, address by street location, address by town/city/zip code, telephone number, fax number, electronic mail address, social security number, medical record number, account number, certificate/license number, web URL's, full face photographic image, medical device identifiers and serial numbers, internet protocol (IP) address, biometric identifiers (finger and voice prints), dates (except year), health plan beneficiary number, vehicle identification number and serial number, including license plate number or any other identifier or combination of identifiers likely to identify the subject. If

the identifiers transferred are limited to address by town/city/zip code, dates, and other identifiers not specifically previously listed, the provider of the material (if it is a "covered entity" under HIPAA) may require that a data use agreement be put into place before the transfer occurs. If the identifiers transferred are more than these identifiers, the provider of the material may require that a business associate agreement be put into place before the transfer occurs.

18. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transaction or by email delivery of a ".pdf" or equivalent format data file, such signature shall create a valid and binding obligation on the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" or its equivalent format data file were an original thereof. No Party may raise the use of facsimile or electronic signature delivery as a defense to the enforcement of this Agreement.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign a copy of this letter and return the signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider Scientist	
Provider Organization	Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on behalf of Pennington Biomedical Research Center
Organization Address	6400 Perkins Road Baton Rouge, LA 70808
Name of Authorized Official	David Winwood, PhD, RTTP
Title of Authorized Official	Associate Executive Director for Business Development

Certification of Authorized Official: This Simple Letter Agreement __has / __has not [check one] been modified. If modified, the modifications are attached.

Signature of Authorized Official

Date

Certification of Provider Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in providing the MATERIAL.

Signature of Provider Scientist

Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist	
Recipient Organization	
Organization Address	
Name of Authorized Official	
Title of Authorized Official	

Signature of Authorized Official

Date

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

Signature of Recipient Scientist

Date