

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 "MATERIAL" as described:

1. The selected MATERIAL is property in the PROVIDER's centralized repository of microbial pathogens with well-characterized resistance profiles.

2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

3. The MATERIAL will not be further distributed to any third party. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching and/or internal research purposes only.

4. The MATERIAL provided was not collected from individuals specifically for the proposed research project. The PROVIDER will not, under any circumstances, provide the RECIPIENT with any personally identifiable information or the key linking the code to personally identifiable information associated with the MATERIAL."

5. The MATERIAL will be used for teaching and/or internal research purposes only. The MATERIAL will not be used in research projects:

- i. in which the RECIPIENT or the RECIPIENT SCIENTIST is obligated to assign inventions containing the MATERIAL or offer an exclusive license to inventions containing the MATERIAL to an organization other than the RECIPIENT or a contractor of the RECIPIENT that manages the RECIPIENT's inventions on behalf of the RECIPIENT; or
- ii. in which the MATERIAL is incorporated into a commercial product.

6. The RECIPIENT will acknowledge the PROVIDER of the MATERIAL in any publications or public disclosures. The original name given to the MATERIAL by the PROVIDER shall be maintained. In all publications related to the MATERIAL, its origin and the name given by the PROVIDER must be indicated.

7. 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. Unless 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 except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.

8. By entering this agreement the Government of the United States does not directly or indirectly endorse any product

Select panel(s) below:

- Enterobacteriaceae Carbapenem Suceptibility
- Gram negative Carbapenemase Detection
- Enterobacteriaceae Carbapenemase Diversity
- Vancomycin Intermediate Resistance *Staphylococcus aureus*
- Pseudomonas aeruginosa*
- Neisseria gonorrhoeae*
- Acinetobacter baumannii*
- Candida* species
- Novel Antibiotic Resistance
- Candida auris*
- Ceftolozane/tazobactam
- Ceftazidime/avibactam
- Enteric Pathogen Diversity
- Staphylococcus aureus* with Borderline Oxacillin Susceptibility
- Imipenem/relebactam
- Aminoglycoside/tetracycline

Simple Letter Agreement for Transfer of Non-Proprietary Biological Material v3

or service that is or will be provided, whether directly or indirectly related to this agreement. The RECIPIENT will not in any way state or imply that the Government of the United States or any of its organizational units or employees endorses any product or service.

9. The RECIPIENT acknowledges that the MATERIAL is a designated Biosafety Level 2 agent. The RECIPIENT agrees that the MATERIAL will be used in compliance with all applicable statutes and regulations, including all U.S. Department of Health and Human Services' protocols pertaining to handling Biosafety Level 2 agents.
10. This SLA will become effective upon recipient's signature.

PROVIDER INFORMATION

Provider Scientist:
Clinical and Environmental Microbiology Branch

Provider Organization:
Division of Healthcare Quality Promotion, CDC

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Provider Telephone:
404-639-2180

RECIPIENT INFORMATION

Recipient Scientist:

Recipient Organization:

Recipient's Address:

E-mail Address:

Telephone Number:

FedEx #:

Order #:

Recipient's signature:

Date: