Simple Letter Agreement for Transfer of Strains from the University of California, Davis, Wine Yeast and Bacteria Culture Collection to Non-profit Organizations

In response to the RECIPIENT's request for the MATERIAL [insert description]

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

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.

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

3. The MATERIAL will be used for teaching or not-for-profit research purposes only.

4. 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 teaching or not-for-profit research purposes only.

5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

6. 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. RECIPIENT agrees to indemnify, hold harmless and defend PROVIDER against any claims, costs or other liabilities which may arise as a result of RECIPIENT'S use of the MATERIAL.

7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

8. The MATERIAL is provided for a transmittal fee per strain for a total of $__________ to reimburse PROVIDER for its preparation and distribution costs.
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same instrument.

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

**PROVIDER INFORMATION and AUTHORIZED SIGNATURE**

Provider Scientist: Lucy Joseph, Ph.D.

Provider Organization: The Regents of the University of California
Office of Research
Technology and Industry Alliances
Technology Transfer Services
University of California, Davis
1850 Research Park Drive, Suite 100
Davis, California 95616-6134, USA

Address:

Name of Authorized Official: ____________________________

Title of Authorized Official: ____________________________

________________________________________              ______
Signature of Authorized Official                        Date

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

Recipient Scientist: ____________________________

Recipient Organization: ____________________________

Address: ____________________________

Name of Authorized Official: ____________________________

Title of Authorized Official: ____________________________

________________________________________              ______
Signature of Authorized Official                        Date

Acknowledgement of Recipient Scientist: I have read and understood the conditions outlined in this Agreement, and I understand my obligations as an employee of the RECIPIENT regarding the receipt and use of the MATERIAL.

________________________________________              ______
Recipient Scientist                                      Date