

Material Transfer Request (Order XXX) - Implementing Letter

Version 3.0.PL

Addgene is a non-profit repository for biological materials. A request has been made by *Recipient Scientist Name* at your Institution, *Recipient Name* for biological materials from *Provider Name* that are stored at Addgene. As an authorized person for your Institution, you should review the details of the transfer of materials to your Institution.

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER (identified below) and RECIPIENT (identified below) and the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Material Transfer Agreements (listed below), for the purpose of this transfer.

The ORIGINAL MATERIAL being transferred has been deposited by the PROVIDER and is made available through Addgene to the RECIPIENT as a service to the scientific community.

1. **PROVIDER:** Organization providing the ORIGINAL MATERIAL

Organization:

Address:

2. **RECIPIENT:** Organization receiving the ORIGINAL MATERIAL

Organization:

Address:

3. **ORIGINAL MATERIAL:**

Plasmid names

ORIGINAL MATERIAL was requested on *Date*

4. **Transmittal Fee:** The ORIGINAL MATERIAL is distributed by Addgene with a reasonable transmittal fee to reimburse Addgene for preparation, handling and distribution costs.

5. **PROVIDER SCIENTIST:**

Name:

Address:

6. **RECIPIENT SCIENTIST:**

Name:

Address:

7. The PROVIDER and PROVIDER SCIENTIST have agreed to distribute the ORIGINAL MATERIAL through Addgene under the Material Transfer Agreements (identified below).

8. Material Transfer Agreements: the following agreements are between RECIPIENT and PROVIDER.

UBMTA (attached as EXHIBIT A)

Using a separate form not part of this implementing letter, RECIPIENT SCIENTIST has acknowledged to having read and understood the Material Transfer Agreements identified above.

By executing this implementing letter, RECIPIENT agrees to the terms of the Material Transfer Agreements identified above.

9. **Additional Terms**

No Warranties: OTHER THAN AS CONTAINED HEREIN, ADDGENE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ORIGINAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Limitation of Liability: to the extent permitted by law, RECIPIENT assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of the ORIGINAL MATERIAL. Addgene and its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the ORIGINAL MATERIAL by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Addgene. IN NO EVENT SHALL ADDGENE'S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY RECIPIENT TO ADDGENE FOR ORIGINAL MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

Indemnification: to the extent permitted by law, RECIPIENT shall indemnify and hold harmless Addgene, its agents and its successors and their respective directors, officers, members, employees, and agents, from and against any and all losses, claims, damages, expenses and liabilities arising at any time as a result of RECIPIENT's use and disposal of the ORIGINAL MATERIAL, RECIPIENT's breach of these Additional Terms, and RECIPIENT's breach of the applicable Material Transfer Agreements, except when caused by the gross negligence or willful misconduct of Addgene.

Conflicts: in the event of a conflict between these Additional Terms and the applicable Material Transfer Agreements that govern RECIPIENT's use of the ORIGINAL MATERIAL the applicable Material Transfer Agreements shall prevail.

By executing this implementing letter, RECIPIENT agrees to the Additional Terms as provided above.

10. RECIPIENT ORGANIZATION CERTIFICATION:

Required Fields: Please fill in all the fields.

You, the person signing this form, certify that 1) you are the Authorized Representative whose name appears below, or you have been given authority by the Authorized Representative whose name appears below to complete this form, 2) the Authorized Representative has the authority to sign Material Transfer Agreements on behalf of RECIPIENT, 3) RECIPIENT is a non-profit research organization (qualified under a government or state non-profit statute), or a university or other institution of higher education, or a government agency conducting research, and 4) RECIPIENT agrees to the transfer of the ORIGINAL MATERIAL as described in this letter.

Authorized Representative's Signature: _____
Authorized Representative's Name: _____
Authorized Representative's Email: _____
Authorized Representative's Phone Number: _____
Authorized Representative's Address: _____