

**How to Complete an Individual Application for BEI Resources Level 3 registration for Select Agent and Biosafety Level 3 Reagents:**

The BEI Resources Level 3 registration is for researchers interested in obtaining Select Agents and materials requiring Biosafety Level 3 rated laboratory space. Registration to receive these items requires extensive laboratory descriptions and proof of eligibility from the Centers for Disease Control (CDC) or USDA. With this level of registration, you will also be able to order all Level 1 and 2 reagents. The following documents must be submitted to begin the process for obtaining a Level 3 Individual Registration.

- 1. BEI Resources Registration Application:** The registration application must be completed and signed by the registrant and countersigned by the Program Manager or Department Head. As the registrant, if you are the Program Manager or Department Head, please have your Supervisor sign in this place.
  - **Special instructions for Federal Permits and Related Documents:** Please note that the address you list as your shipping address on the application must match any Federal Permits that you may have or may need to obtain at the time of ordering. If the address on your Federal permits does not match your registered shipping address, then your order will be delayed until the matter is resolved.
  - **Please note:** There are two shipping address sections. If applicable, please list your Select Agent Certified Shipping address in the appropriate section and then use the other section to register an additional shipping address for Non-Hazardous or BSL 1-2 materials.
  - Please also note that the possession, use and transfer of biological materials are tightly controlled by federal regulations and several government agencies. A complete review of the compliance requirements is important for researchers who work with such materials.
- 2. Individual Material Transfer Agreement:** The Individual Material Transfer Agreement (Individual MTA) must be completed and signed by the registrant and countersigned by an official capable of legally binding the institution.
- 3. Scope of Use:** Submit an abstract, on your organization's official letterhead, describing the proposed scope of work and the proposed use of the reagents within that scope. Please include any U.S. Government Grants, Cooperative Agreements or Contract Numbers supporting the use of the reagents being requested.
- 4. Biographical Sketch of Registrant/Applicant:** The sketch must include the educational background, past and present employers and job titles, and a listing of five representative publications. In place of the biographical sketch, a brief curriculum vitae (maximum three pages) or the sketch from a recent NIH grant proposal may also be submitted. Include relevant institutional, departmental or laboratory web site addresses where available and applicable.
- 5. Profile of Your Institution or Company:** On your organization's official letterhead, provide a brief description of your institution or company, including a web site address.

6. **Laboratory Facility Description and Biosafety Containment Level of Facility:** Please provide a letter from your Biosafety Officer or your Institution's Environmental Safety Officer stating that the facility was audited by the CDC or USDA and found in compliance with Biosafety Level Guidelines OR describe in detail how your lab facilities, access policies, material handling procedures, and training practices fulfill the criteria established for the biosafety level guidelines of the CDC/NIH in Biosafety in Microbiological and Biomedical Laboratories, 5th ed. HHS Publication No. (CDC) 93-8395. U.S. Department of Health and Human Services, Centers for Disease Control. Washington DC: U.S. Government Printing Office; 2007. The entire text is available online. This letter and/or description must be on your organization's official letterhead and must be signed by your institution's Biosafety Officer or the institution's Environmental Safety Officer.
- **Select Agent Certification:** Certification as a select agent laboratory is a requirement for receiving select agents. At the time of order, your Biosafety Officer will need to supply appropriate Registration Numbers and the expiration date for your lab facility.
  - If you are registering multiple shipping addresses with BEI Resources, please have your Biosafety Officer provide appropriate documentation to cover both laboratory facilities where you will be receiving materials.
7. **Customer Acceptance of Responsibility Form:** The Customer Acceptance of Responsibility Form (CAR) must be completed and signed by the registrant and countersigned by an institutional official.
- **Special instructions for the BEI Resources CAR form:** Please note that the address listed on the BEI Resources CAR form needs to match your shipping address as listed on the application.

**Mailing Instructions:**

Please mail or courier all documents with original ink signatures to:

**BEI Resources  
Customer Services: Registration  
10801 University Blvd  
Manassas, VA 20110-2209  
U.S.A.**

Please note that emailed, faxed or photocopied applications and supporting documentation will not be accepted. Copies or missing documents will result in a delay in the processing/approval of your application. Please allow two to three weeks after receipt of all registration materials for approval by BEI Resources and NIAID.

If you have questions about the application process, please contact BEI Resources Customer Services either by phone, at 800-359-7370 or by E-mail [contact@beiresources.org](mailto:contact@beiresources.org)

SUPPORTING INFECTIOUS DISEASE RESEARCH

All registrations are subject to approval by BEI Resources and the National Institute of Allergy and Infectious Diseases. *Instructions: Print or type information **in ink** to be legible. Please provide all requested information. Missing information will delay the approval process or may result in denial of registration.*

Registrant Information		
First Name	Last Name	
Department	Building	Room Number
Street Address		City
State/Province	Zip/Postal Code	Country
Telephone	Fax	E-mail

Alternate Contact Information		
Last Name	First Name	E-mail

Organization/Institution Information		
Organization Name	Employer Identification Number (EIN)	
Department	Web Site Address	
Check type of organization: <input type="checkbox"/> University/Education <input type="checkbox"/> Research Foundation <input type="checkbox"/> U.S. Government <input type="checkbox"/> Hospital/Clinic <input type="checkbox"/> Diagnostic Lab	<input type="checkbox"/> Pharmaceutical/Drug Discovery <input type="checkbox"/> Biotechnology/Life Science <input type="checkbox"/> Contract Laboratory <input type="checkbox"/> Industrial <input type="checkbox"/> Manufacturing	<input type="checkbox"/> Food Processing/Agriculture <input type="checkbox"/> Environmental <input type="checkbox"/> International Government <input type="checkbox"/> Other, explain: _____
<input type="checkbox"/> If you work at a private, nonprofit organization, attach a copy of the Federal 501(c)(3) Form		

Biosafety Officer or Environmental Officer Contact Information		
First Name	Last Name	
Telephone	Fax	E-mail

Primary Shipping Address		
Department	Building	Room Number
Street Address (PO Boxes cannot be accepted)		City
State/Province	Zip/Postal Code	Country
Telephone	Fax	E-mail

Secondary Shipping Address (Optional for Institutions with Designated Select Agent Shipping Addresses)		
Department	Building	Room Number
Street Address (PO Boxes cannot be accepted)		City
State/Province	Zip/Postal Code	Country
Telephone	Fax	E-mail

<b>Billing Address</b>		
<i>Please verify this information with the accounts payable department for your organization.</i>		
Contact Name (first & last name)		
Department	Building	Room Number
Street Address/P.O. Box		City
State/Province	Zip/Postal Code	Country
Telephone	Fax	E-mail
<b>ATCC Account Number or Credit References</b>		
ATCC Account Number	<i>Please call BEI Customer Support at 800-359-7370 to determine your Institution's ATCC account number.</i>	
<b>Credit References are only necessary if your institution does not have an ATCC account number. (Academic institutions only require one credit reference, US Government agencies are exempt from this requirement).</b>		
<b>Credit Reference 1</b>		
Organization Name	Contact Person	Account Number
Street Address		City
State/Province	Zip/Postal Code	Country
Telephone	Fax	E-mail
<b>Credit Reference 2</b>		
Organization Name	Contact Person	Account Number
Street Address		City
State/Province	Zip/Postal Code	Country
Telephone	Fax	E-mail

<b>Additional Required Information</b>
<input type="checkbox"/> <b>Material Transfer Agreement (MTA)</b> The MTA must be completed and signed by the registrant and countersigned by an official capable of legally binding the institution. The MTA can be found at <a href="http://www.beiresources.org/Register/RegistrationForms/tabid/261/Default.aspx">http://www.beiresources.org/Register/RegistrationForms/tabid/261/Default.aspx</a> . New registrants at institutions with Institutional MTAs on file with BEI Resources may leverage existing agreements by submitting the <a href="#">Acknowledgement of the MTA form</a> . Please contact BEI Resources at <a href="mailto:contact@beiresources.org">contact@beiresources.org</a> to confirm whether an Institutional MTA is already in place between BEI Resources and your institution.
<input type="checkbox"/> <b>Scope of Use of Materials</b> Submit an abstract, on your organization's official letterhead, describing the proposed scope of work and the proposed use of the reagent(s) within that scope. Please include, if applicable, the U.S. Government grant, cooperative agreement or contract supporting that work.
<input type="checkbox"/> <b>Biographical Sketch of Registrant</b> A brief curriculum vitae (maximum three pages) or the sketch from a recent NIH grant proposal may be submitted.
<input type="checkbox"/> <b>Profile of Your Institution or Company</b> On your organization's official letterhead, provide a brief description of your institution or company, including a Web site address.
<input type="checkbox"/> <b>Laboratory Facility Description and Biosafety Containment Level (BSL) of Facility</b> You must provide a letter from a responsible official stating that the facility was audited by the CDC or other appropriate agency and found in compliance with biosafety level guidelines. This letter must be printed on your organization's official letterhead and signed by the institution's biosafety officer or environmental safety officer.
<input type="checkbox"/> <b>Customer Acceptance of Responsibility (CAR)</b> Registrant will also have to complete and return a signed CAR form. A copy of the CAR form can be found at <a href="http://www.beiresources.org/Register/RegistrationForms/tabid/261/Default.aspx">http://www.beiresources.org/Register/RegistrationForms/tabid/261/Default.aspx</a> .



BEI Resources offers institutions with multiple researchers the ability to register under one registration package. Additional registrants must identify themselves below and must be working in the same laboratory or for the same entity as the primary registrant. Each additional registrant will need to submit a Biographical Sketch, Signed CAR Form, and Scope of Use for the materials which they wish to receive. They must also be covered within the Laboratory Facility Description letter. The institution must submit an Institutional MTA to bind all researchers.

All registrations are subject to approval by BEI Resources and the National Institute of Allergy and Infectious Diseases. *Instructions: Print or type information in ink to be legible. Please provide all requested information. Missing information will delay the approval process or may result in denial of registration.*

Additional Registrants Covered in Application			
First Name		Last Name	
Department	Building	Room Number	
Street Address			City
State/Province	Zip/Postal Code	Country	
Telephone	Fax	E-mail	
Title	Signature and Date		
Alternate Contact Name:			Email

Additional Registrants Covered in Application			
First Name		Last Name	
Department	Building	Room Number	
Street Address			City
State/Province	Zip/Postal Code	Country	
Telephone	Fax	E-mail	
Title	Signature and Date		
Alternate Contact Name:			Email

Additional Registrants Covered in Application			
First Name		Last Name	
Department	Building	Room Number	
Street Address			City
State/Province	Zip/Postal Code	Country	
Telephone	Fax	E-mail	
Title	Signature and Date		
Alternate Contact Name:			Email

Please allow 2-3 weeks after receipt of documents for registration review and establishment of an account. Once your application is approved you will receive a package describing the services provided by BEI Resources including your username and password. Requests for materials cannot be considered until the registration process is complete. ***Thank you for your application to BEI Resources.***

If you have questions about this application or related documents, contact us at [contact@beiresources.org](mailto:contact@beiresources.org) or call 800-359-7370.

This BEI Resources Material Transfer Agreement ("BEI Resources MTA") is between the RECIPIENT (institution name)

having its principal business at

("RECIPIENT") and the American Type Culture Collection ("ATCC<sup>®</sup>"), a not-for-profit organization having its offices at 10801 University Blvd. Manassas, Virginia 20110 which, in its capacity as contractor to the National Institute of Allergy and Infectious Disease ("NIAID"), an Institute of the National Institutes of Health ("NIH"), an agency of the U.S. Department of Health and Human Services ("HHS"), will be managing BEI Resources. BEI Resources is a U.S. Government-funded program, which is separate and distinct from other collections at the ATCC.

### **TERMS AND CONDITIONS**

#### **DEFINITIONS**

**COLLABORATOR:** Any third party, other than a CONTRIBUTOR, collaborating with RECIPIENT on a project funded by the same U.S. Government grant, cooperative agreement or contract as RECIPIENT, for the purpose(s) and during the term of that funding agreement, provided that party is also registered with ATCC for access to BEI Resources and has executed a BEI Resources MTA and LETTER OF TRANSFER Agreement for that MATERIAL.

**COMMERCIAL PURPOSES:** For purposes of this Agreement:

- (1) The term COMMERCIAL PURPOSES means the sale, license, lease, export, transfer or other distribution of MATERIAL or MODIFICATIONS to a third party for financial gain or other commercial purposes and/or the use of MATERIAL: (a) to provide a service to a third party for financial gain; (b) to produce or manufacture products for general sale or products for use in the manufacture of products ultimately intended for general sale (c) in connection with ADME (Absorption, Distribution, Metabolism and Excretion) testing; (d) in connection with drug potency or toxicity testing which does not include either screening multiple cell lines for potential inclusion in a screening assay system or screening multiple compounds in a system for internal research purposes only; (e) in connection with proficiency testing service(s), including but not limited to, providing the service of determining laboratory performance by means of comparing and evaluating calibrations or tests on the same or similar items or materials in accordance with predetermined conditions; or (f) for research conducted under an agreement wherein a for-profit entity receives a right whether actual or contingent to the results of the research.
- (2) The term COMMERCIAL PURPOSES does NOT include the use of MATERIAL or MODIFICATIONS for Industry Sponsored Academic Research or by any organization for a project funded by the U.S. Government through a grant, cooperative agreement or contract, and only for the purpose(s) of and during the term of that funding agreement. In any event, commercial sale of any product or service based on MATERIAL will require a commercial license from the CONTRIBUTOR if required by the CONTRIBUTOR at the time of deposit.

**CONTRIBUTOR:** Organization and/or individual providing ORIGINAL MATERIAL to ATCC for deposit into the BEI Resources.

**CONTRIBUTOR LICENSE:** Separate agreement between CONTRIBUTOR and RECIPIENT stating terms and conditions for use of MATERIAL and/or MODIFICATIONS, as appropriate, for COMMERCIAL PURPOSES.

**LETTER OF TRANSFER:** Separate agreement, either electronic or paper, between RECIPIENT and ATCC for each requested MATERIAL, identifying MATERIAL to be transferred. U.S. Government grant, cooperative agreement or contract number under which MATERIAL is to be used, if any, and an updated abstract of proposed use, are to be submitted to BEI in connection with submitting either the electronic or paper versions of the LETTER OF TRANSFER.

**MATERIAL:** ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES, as described in the relevant LETTER OF TRANSFER. MATERIAL shall not include MODIFICATIONS.

**MODIFICATIONS:** Substances created by RECIPIENT which contain/incorporate a significant or substantial portion of MATERIAL.

**ORIGINAL MATERIAL:** The MATERIAL provided by CONTRIBUTOR to ATCC for deposit into BEI Resources.

**PROGENY:** Unmodified descendant from MATERIAL, such as by way of non-limiting example: virus from virus, cell from cell, or microorganism from microorganism.

**RECIPIENT:** Organization receiving ORIGINAL MATERIAL from BEI Resources through ATCC.

**REGISTRANT:** RECIPIENT's representative receiving and using MATERIAL.

**SELECT AGENT:** Specifically regulated pathogens and toxins as defined in 42 C.F.R. Part 73, including pathogens and toxins regulated by both HHS and USDA as announced in the Federal Register, and listed on the HHS Centers for Disease Control and Prevention web-site at [www.cdc.gov](http://www.cdc.gov).

**UNMODIFIED DERIVATIVE:** Substance created by RECIPIENT that constitutes an unmodified functional subunit or product not changed in form or character and expressed by ORIGINAL MATERIAL. Such non-limiting examples include: subclones of unmodified cell lines, purified or fractionated subsets of ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by CONTRIBUTOR, or monoclonal antibodies secreted by a hybridoma cell line.

## **RECEIPT; SCOPE OF USE AND TRANSFER**

**Letter of Transfer.** RECIPIENT acknowledges that a LETTER OF TRANSFER, either electronic or paper, must be executed before its REGISTRANT can receive MATERIAL. The REGISTRANT is required to provide an updated abstract describing the proposed use of MATERIAL. If MATERIAL will be used under a U.S. Government grant, cooperative agreement or contract, the REGISTRANT must identify to BEI the number and title of the funding agreement in connection with submitting the LETTER OF TRANSFER.

**Select Agents.** To receive SELECT AGENTS, RECIPIENT must obtain necessary permits and written proof of approval from HHS (42 C.F.R. 71, 72, 73) or USDA (7 C.F.R. 331, 9 C.F.R. 121 and 122) to possess SELECT AGENTS, copies of which must be received by ATCC before MATERIAL will be shipped. RECIPIENT acknowledges that failure to comply with any laws, regulations or other requirements relating to SELECT AGENTS may result in civil and/or criminal penalties. RECIPIENT agrees to notify ATCC regarding all modifications of SELECT AGENTS that retain or can attain viability or bioactivity and agrees, upon request from ATCC, to deposit those modifications with BEI Resources through ATCC for purposes of reference. ATCC agrees that RECIPIENT may request distribution restrictions for these MODIFICATIONS.

**Scope of Use.** RECIPIENT may use MATERIAL and MODIFICATIONS for research purposes and in RECIPIENT's facility only, unless otherwise agreed to in a LETTER OF TRANSFER. The paper version of the LETTER OF TRANSFER must be used to request approval for all 3<sup>rd</sup> party transfers of BEI MATERIAL. 3<sup>rd</sup> party transfer requests of BEI MATERIAL can only be made between current BEI REGISTRANTS. MATERIAL and MODIFICATIONS may be used in or transferred to the facilities of COLLABORATOR subject to any restrictions in the applicable LETTER OF TRANSFER and compliance with applicable laws, rules and regulations without the need to obtain advance permission.

**RECIPIENT AGREES THAT MATERIAL AND MODIFICATIONS WILL NOT BE USED IN HUMANS WITHOUT PRIOR WRITTEN PROOF TO ATCC OF REGULATORY APPROVAL FOR SUCH USE.** Furthermore, if RECIPIENT has received such regulatory approval, RECIPIENT agrees to conduct the clinical research in accordance with all applicable laws and regulations or otherwise in accordance with U. S. Food and Drug Administration (FDA) Good Clinical Practice (International Conference on Harmonisation (ICH) E6: "Good Clinical Practice: Consolidated Guideline"; 62 C.F.R. 25, 691 (1997)).

**RECIPIENT ACKNOWLEDGES THAT MATERIALS DESIGNATED AS BIOSAFETY LEVEL 2 OR 3 CONSTITUTE KNOWN PATHOGENS OR TOXINS AND THEREFORE REQUIRE APPROPRIATE FACILITIES FOR THEIR USE. RECIPIENT ALSO ACKNOWLEDGES THAT OTHER MATERIALS NOT SO DESIGNATED AND MODIFICATIONS THEREOF MAY BE PATHOGENIC UNDER CERTAIN CONDITIONS.**

## **OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY**

**Ownership of Material.** CONTRIBUTOR retains ownership rights to MATERIAL, including MATERIAL contained or incorporated in MODIFICATIONS. CONTRIBUTOR also retains rights to any intellectual property it owns in MATERIAL. RECIPIENT retains ownership of: (a) MODIFICATIONS (except that CONTRIBUTOR retains ownership rights to MATERIAL included therein) and (b) those substances created through the use of MATERIAL or MODIFICATIONS, but which do not contain MATERIAL. If (a) or (b) results from collaborative efforts of CONTRIBUTOR and RECIPIENT, joint ownership may be negotiated. RECIPIENT understands that the U.S. Government may request RECIPIENT to deposit any or all MODIFICATIONS into BEI Resources for reference purposes.

**Inventions and Patents.** RECIPIENT is free to file patent application(s) claiming inventions made by RECIPIENT through the use of MATERIAL or MODIFICATIONS. RECIPIENT will retain ownership of any inventions and patents or patent applications directed thereto that it makes using MATERIAL. RECIPIENT acknowledges that use of MATERIAL or MODIFICATIONS may be subject to the intellectual property rights of third parties other than CONTRIBUTOR, and ATCC MAKES NO REPRESENTATION OR WARRANTY THAT SUCH RIGHTS DO NOT EXIST. RECIPIENT shall have sole responsibility for obtaining any appropriate intellectual property license(s) required to use MATERIAL or MODIFICATIONS.

**Commercial Purposes.** If RECIPIENT desires to use MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES and, if required to do so by CONTRIBUTOR for such COMMERCIAL PURPOSES, RECIPIENT agrees to negotiate in good faith with CONTRIBUTOR in advance of such use to establish the terms of an appropriate commercial CONTRIBUTOR LICENSE. RECIPIENT also agrees to provide written proof of license to ATCC in order to receive MATERIAL. RECIPIENT understands that CONTRIBUTOR shall have no obligation to grant such a CONTRIBUTOR LICENSE to RECIPIENT.

**Trademarks.** Nothing in this Agreement shall be construed to affect ATCC's rights, title and interests in and to trademarks registered or owned by the ATCC or the U.S. Government and any and all ATCC catalog numbers or ATCC-specific designations of biological materials sold by the ATCC.

**Dispute Resolution.** Any disputes arising under this Agreement shall be tried exclusively in the United States District Court for the Eastern District of Virginia or if subject matter jurisdiction does not exist in that court, then in the state courts of Virginia for Prince William County, and RECIPIENT hereby expressly consents to, submits to and waives any objection to the jurisdiction of such courts; provided however, if RECIPIENT is a US Federal or State non-profit organization; then any disputes arising under this Agreement shall be tried exclusively in a court of competent jurisdiction.

## **CONFIDENTIALITY; PUBLICATIONS**

RECIPIENT agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of BEI Resources' or CONTRIBUTOR's written information about MATERIAL that is stamped "CONFIDENTIAL" except for information that was previously known to RECIPIENT or that is or becomes publicly available or which is disclosed to RECIPIENT without a confidentiality obligation. Any oral disclosures from BEI RESOURCES or CONTRIBUTOR shall be identified as confidential by notice delivered to RECIPIENT within ten (10) days after the date of oral disclosure.

RECIPIENT may publish or otherwise publicly disclose the results of the work with MATERIAL, but if RECIPIENT received confidential information from BEI Resources or CONTRIBUTOR, then only after the source of the confidential information has had thirty (30) days to review the proposed disclosure to determine whether it includes any CONFIDENTIAL information, except when a shortened time period under court order of the Freedom of Information Act, 5 U.S.C. § 552, pertains. RECIPIENT agrees to provide a copy of all publications relating to MATERIAL or MODIFICATIONS to ATCC for deposit into BEI Resources.

In all publications and patent applications that reference MATERIAL or MODIFICATIONS, RECIPIENT agrees to acknowledge BEI Resources and the BEI Resources catalog numbers if applicable, and any CONTRIBUTOR indicated through BEI Resources as the source of ORIGINAL MATERIAL. RECIPIENT agrees that ATCC may inform CONTRIBUTOR of RECIPIENT'S identity if required to do so by law, by CONTRIBUTOR, or if MATERIAL is subject to an issued patent.

## **WARRANTY; WARRANTY DISCLAIMER**

ATCC warrants that cells and microorganisms, excluding inactivated organisms, shall be viable upon shipment from ATCC for a period of thirty (30) days ("WARRANTY PERIOD"). ATCC warrants that MATERIAL shall meet the specifications on the certificate of analysis. The exclusive remedy for breach of this warranty is, at ATCC's option, replacement of MATERIAL. The exclusive remedy applies under the condition that RECIPIENT handles and stores MATERIAL as described in any accompanying documentation. To obtain the exclusive remedy, RECIPIENT must report the lack of viability to BEI Resources' Technical Service Department within the WARRANTY PERIOD. Any expiration date specified on shipment documentation for MATERIAL states the expected remaining useful life, but does not constitute a warranty or extend any applicable warranty period.

**EXCEPT AS EXPRESSLY PROVIDED ABOVE, MATERIAL AND ANY TECHNICAL INFORMATION AND ASSISTANCE PROVIDED BY ATCC ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TYPICALITY, SAFETY, ACCURACY AND NON-INFRINGEMENT.**

## **SAFETY; COMPLIANCE WITH LAWS**

**EXCEPT TO THE EXTENT PROHIBITED BY LAW, RECIPIENT ASSUMES ALL RISKS AND RESPONSIBILITY IN CONNECTION WITH RECIPIENT'S RECEIPT, HANDLING, STORAGE, DISPOSAL, INTERNAL TRANSFER AND USE OF MATERIAL AND MODIFICATIONS INCLUDING WITHOUT LIMITATION TAKING ALL APPROPRIATE SAFETY AND HANDLING PRECAUTIONS TO MINIMIZE HEALTH OR ENVIRONMENTAL RISK, AS WELL AS FOR ANY ADVERSE EVENTS RESULTING FROM RECIPIENT'S VIOLATION OF THE SECURITY REQUIREMENTS OR UNAUTHORIZED DISSEMINATION OF MATERIAL AND MODIFICATIONS. RECIPIENT IS SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH ALL APPLICABLE FOREIGN AND DOMESTIC, FEDERAL, STATE AND LOCAL STATUTES, ORDINANCES, REGULATIONS AND GUIDELINES.**

RECIPIENT hereby certifies that RECIPIENT shall (1) ensure that only qualified personnel work with MATERIAL and MODIFICATIONS in proper facilities; (2) provide sufficient internal security to assure access to MATERIAL and MODIFICATIONS only by those individuals authorized to work with them; (3) not transfer, export, resell, or otherwise dispose of any MATERIAL or MODIFICATIONS to any third party under any circumstances without express written authorization from ATCC and the appropriate government agencies or as explicitly provided for within this Agreement; (4) not permit access to MATERIAL or MODIFICATIONS by foreign entities or individuals when to do so would be in violation of export control laws; (5) maintain adequate insurance coverage for liability to any party that might be injured by release of MATERIAL or MODIFICATIONS; (6) comply with all applicable federal, state, or local laws and regulations pertaining to MATERIAL or MODIFICATIONS or their handling, storage, use, transportation; and (7) unless requested otherwise by ATCC, destroy all MATERIAL according to accepted practices for destruction of biohazardous material upon completion of work or expiration or termination of this Agreement, whichever occurs first.

## **INDEMNIFICATION**

RECIPIENT assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of MATERIAL and MODIFICATIONS. To the extent permitted under Federal or State law, RECIPIENT agrees that it will indemnify and hold harmless The U.S. Government, ATCC, their suppliers and CONTRIBUTORS from any claims, cost damages, or expenses.

## **LIMITATION OF LIABILITY**

**IN NO EVENT WILL ATCC, THE U.S. GOVERNMENT OR CONTRIBUTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS BEI RESOURCES MTA, MATERIAL, AND MODIFICATIONS (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE) EVEN IF ATCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RECIPIENT AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF A LIMITED REMEDY PROVIDED HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.**

## **SHIPPING**

MATERIAL will be packaged and shipped in accordance with applicable laws and regulations. RECIPIENT is responsible for ensuring that all permits required for RECIPIENT to receive its order are obtained and that sufficient proof of such permits is provided to ATCC. ATCC will notify RECIPIENT when orders are submitted without the necessary permits, and RECIPIENT will have a two (2) month period after such notification to supply proof of the necessary permit(s) before an order will be cancelled. A processing fee will be charged if special processing or packaging is necessary. MATERIAL is shipped Free On Board (FOB) point of shipment, via carrier of ATCC's choice.

RECIPIENT agrees that REGISTRANT shall inform ATCC in writing of the date of receipt within five (5) working days of receiving MATERIAL undamaged or within twenty-four (24) hours of receipt or expected receipt if MATERIAL is damaged or lost. If MATERIAL is damaged or lost during shipment, ATCC will replace such MATERIAL, provided RECIPIENT has reported lost or damaged shipments to the applicable carrier and notified BEI Resources' Customer Service Department within twenty-four (24) hours.

## **TERMINATION**

This MTA will be effective in perpetuity after the date of the last signature below unless and until terminated as provided hereunder. RECIPIENT may terminate this Agreement by written notice to ATCC at least thirty (30) days in advance of the desired date of termination. RECIPIENT understands that ATCC may terminate this Agreement at any time with written notice to RECIPIENT and REGISTRANT. On termination of this Agreement, RECIPIENT agrees that any remaining MATERIAL will be destroyed (unless requested by ATCC to return remaining MATERIAL) and to provide written proof thereof to ATCC and NIAID no later than thirty (30) days from the date of termination. Upon termination of this Agreement RECIPIENT agrees to discuss with ATCC and NIAID the disposition of MODIFICATIONS.

## **MISCELLANEOUS**

RECIPIENT may not assign or otherwise transfer this Agreement or any rights or obligations under this Agreement, whether by operation of law or otherwise. Any attempted assignment or transfer will be void and of no force or effect. This BEI Resources MTA, all documents incorporated herein by reference, and LETTERS OF TRANSFER required for subsequent transfer of MATERIAL constitute the entire agreement between ATCC and RECIPIENT with respect to MATERIAL and supercede all previous agreements or representations.

RECIPIENT agrees to comply with any additional requirements of the CONTRIBUTOR as specified for a MATERIAL in the BEI Resources catalog.

The above sections on OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY, CONFIDENTIALITY; PUBLICATIONS, WARRANTY; WARRANTY DISCLAIMER, INDEMNIFICATION, and LIMITATION OF LIABILITY shall survive expiration or earlier termination of this Agreement.

**SIGNATURES ON NEXT PAGE**

THE UNDERSIGNED SIGNATORY OF RECIPIENT CERTIFIES THAT HE OR SHE HAS THE AUTHORITY TO MAKE THE ABOVE CERTIFICATIONS AND REPRESENTATIONS ON BEHALF OF RECIPIENT AND FURTHER WARRANTS THAT HE OR SHE IS LEGALLY AUTHORIZED TO ENTER INTO THIS BINDING AGREEMENT ON BEHALF OF RECIPIENT.

**READ AND UNDERSTOOD BY REGISTRANT**

**DULY AUTHORIZED SIGNATORY FOR RECIPIENT**

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Institution \_\_\_\_\_

Institution \_\_\_\_\_

Phone number \_\_\_\_\_

Phone number \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**FOR ATCC USE ONLY:**

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please note that a separate LETTER OF TRANSFER, either electronic or paper, is required for each MATERIAL requested.

The completed and signed Material Transfer Agreement should be sent to:

**BEI Resources**  
**American Type Culture Collection**  
10801 University Blvd.  
Manassas, VA 20110-2209 USA

ATCC® is a registered trademark of the American Type Culture Collection.

On behalf of the Institution identified below, we acknowledge that the materials requested from American Type Culture Collection (ATCC) on behalf of BEI Resources represent a potential hazard to the public health and/or agricultural crops or products, including but not limited to viable microorganisms or toxins that may cause human disease.

**PLEASE PRINT**

Institution: \_\_\_\_\_

Department: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Postal code: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

On behalf of the Institution, we hereby certify that our Institution shall: (1) ensure that only qualified scientists work with these materials in proper facilities; (2) provide sufficient internal security to assure access to these materials only by those individuals authorized to work with them; (3) not transfer, export, resell, or otherwise dispose of any items supported by this statement to any third party under any circumstances without express written authorization from ATCC and the appropriate government agencies; (4) not permit access to the materials by foreign nationals when to do so would constitute a violation of export control laws; (5) maintain adequate insurance coverage for liability to any party that might be injured by release of these materials; (6) comply with all applicable federal, state, or local laws and regulations pertaining to these materials or their handling, storage, use, transportation; and (7) destroy all materials according to accepted practices for destruction of microbiological cultures or reagents upon completion of work.

We understand that by providing this signed form to ATCC on behalf of BEI Resources we are accepting responsibility for these agents and all risks associated with handling of them in our facility, as well as any adverse events resulting from our violation of the security requirements or unauthorized dissemination of the agents.

Print Full Name of Registrant: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The undersigned officer of the Institution certifies that he or she has authority to make the above certifications and representations on behalf of the Institution and further warrants that he or she is legally authorized to enter into binding agreements on behalf of the Institution.

Print Full Name of Authorized Institutional Official: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_