

## UBMTA Implementing Letter

The purpose of this letter is to provide a record of the biological material transfer to RECIPIENT, to memorialize the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Uniform Biological Material Transfer Agreement (“UBMTA”) March 8, 1995, to certify that the RECIPIENT organization (identified below) has accepted and signed an unmodified copy of the UBMTA, and to notify RECIPIENT of the proposed addition of three provisions to the UBMTA, as implemented in Exhibit A. The RECIPIENT organization's Authorized Official also will sign this letter if the RECIPIENT SCIENTIST is not authorized to certify on behalf of the RECIPIENT organization. The RECIPIENT SCIENTIST (and the Authorized Official of RECIPIENT, if necessary) should sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER SCIENTIST will forward the material to the RECIPIENT SCIENTIST upon receipt of the signed copy from the RECIPIENT organization.

Please fill in all of the blank lines below:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL:

Organization: The Regents of the University of California through the Lawrence Berkeley National Laboratory, which manages the Joint Genome Institute for the U.S. Department of Energy (“JGI”).

Address: One Cyclotron Road  
Berkeley, CA 94720

2. PROVIDER SCIENTIST: Ian Blaby

3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL:

Organization:

Address:

4. RECIPIENT SCIENTIST: [Scientist at RECIPIENT who will receive the Original Material]

5. ORIGINAL MATERIAL means the material generated in accordance with JGI Proposal No. CSP-\_\_\_\_\_, approved by RECIPIENT under Appendix No. A-\_\_\_\_\_ to RECIPIENT’s Non-Proprietary User Agreement No. \_\_\_\_\_, and transferred by the JGI under this Agreement to RECIPIENT, and further described in Exhibit B-1 of the Material Transfer Record and any subsequent exhibits (i.e., B-2, B-3, B-4, etc.).

6. Termination date for this letter (optional): For as long as the Recipient is using or in possession of Material.

7. Transmittal Fee to reimburse the PROVIDER for preparation and distribution costs (optional). Amount: 0.

This Implementing Letter is effective when signed by all parties. The parties executing this Implementing Letter certify that their respective organizations have accepted and signed an unmodified copy of the UBMTA, and further agree to be bound by its terms, for the transfer specified above.

**PROVIDER AUTHORIZATION**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**RECIPIENT SCIENTIST**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**RECIPIENT ORGANIZATION CERTIFICATION**

Certification: I hereby certify that the RECIPIENT organization has accepted and signed an unmodified copy of the UBMTA (May be the RECIPIENT SCIENTIST if authorized by the RECIPIENT organization):

Authorized Official: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**  
**Amendment to the UBMTA for Proposal No. CSP-\_\_\_\_\_**

This amendment, effective as of \_\_\_\_\_, is between \_\_\_\_\_ (the “RECIPIENT”) and The Regents of the University of California which operates the Joint Genome Institute for the U.S. Department of Energy as a consortium with Lawrence Berkeley National Laboratory (“Berkeley Lab”), Lawrence Livermore National Laboratory and HudsonAlpha Institute for Biotechnology (the “PROVIDER”) for the purposes of adding the three provisions indicated below to the Uniform Biological Materials Transfer Agreement (“UBMTA”);

Whereas, the RECIPIENT and PROVIDER (together, the “parties”) have signed an unmodified copy of the UBMTA; and

Whereas, parties now agree to add the three provisions indicated below to the UBMTA for the purposes of facilitating the Work as defined in and in accordance with JGI Proposal No. CSP-\_\_\_\_\_ and approved by RECIPIENT under Appendix No. A-\_\_\_\_\_ to RECIPIENT’s Non-Proprietary User Agreement No. \_\_\_\_\_, in order to address the needs of the DNA Synthesis Community Science Program under which the Materials were developed.

The parties agree as follows:

1. Capitalized terms herein shall have the meaning as set forth in the UBMTA unless otherwise defined herein.
2. The following provision will be added to the UBMTA immediately at the end of paragraph 10:  
“If RECIPIENT elects to provide MODIFICATIONS to a third party under the provisions of Paragraph 5(b), then RECIPIENT shall i) send PROVIDER prior written notice of such transfer of a MODIFICATION, and ii) except to the extent prohibited by state or federal law, third-party recipient will separately indemnify and hold harmless PROVIDER and its affiliates and its officers, agents, employees, and vendors that contributed to the ORIGINAL MATERIAL, from and against any action, claim, or liability, including attorneys' fees, arising out of any use, handling, storage or disposal of such MODIFICATIONS, including but not limited to any claims of patent infringement or other intellectual property-related claims. If such third-party recipient cannot provide the indemnification indicated in Paragraph 10(ii), then RECIPIENT shall include in the written agreement with such third-party recipient a liability provision no less protective to PROVIDER than the terms of the first two sentences in this Paragraph 10.”
3. The following provision will be added to the UBMTA immediately following paragraph 15:  
“16. The UBMTA and the User Agreement embody the entire and final understanding of the parties on this subject. Together they supersede any previous representations, agreements, or understandings, whether oral or written. In case of conflict between this UBMTA and the User Agreement, the User Agreement will control. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by an authorized representative on behalf of each party.”
4. The following acknowledgement will be added immediately following new paragraph 16 of the UBMTA:  
“Acknowledgement of Recipient Scientist: The following acknowledgement is hereby added to the UBMTA for JGI Proposal No. CSP-\_\_\_\_\_:

I have read and understand the UBMTA between \_\_\_\_\_ and The Regents of the University of California, which operates The Joint Genome Institute. I WILL ABIDE BY ITS TERMS AND CONDITIONS AND CERTIFY THE FOLLOWING:

I will comply with all applicable federal, state, or local laws and regulations pertaining to the Material or its handling, storage, use, or transportation.

I will not transfer, export, re-export or otherwise dispose of the Material to any third party if doing so would constitute a violation of applicable export control laws.

The Material will be used for research purposes only and will not be used for diagnostic use, or for clinical trial purposes.

In particular, I certify that the requested Material (1) is not associated with the pathogenicity of a regulated agent; and/or (2) in itself or through its transcribed or translated products, the gene(s) does not represent a significant hazard to human, animal or plant health; and/or (3) the gene(s) is (are) not known to enhance the ability of an agent or any other organism into which they may be inserted or otherwise integrated, to cause serious harm to human, animal or plant health or the environment.”

5. Except as specifically amended herein the terms of the UBMTA are hereby ratified and confirmed.

READ AND ACKNOWLEDGED:

By: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: Principal Investigator/RECIPIENT SCIENTIST  
Date: \_\_\_\_\_

AGREED AND ACCEPTED:

RECIPIENT

LAWRENCE BERKELEY NATIONAL  
LABORATORY WHICH MANAGES THE JOINT  
GENOME INSTITUTE

By: \_\_\_\_\_  
(Authorized Representative Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit B-1**  
**(Material Transfer Record)**

*(JGI Project Manager will add Exhibit # and LBNL MTA Ref. No to each record sent to the Principal Investigator/Recipient Scientist.)*

SAMPLE