



EMERGENCY USE SAMPLE LETTER OF AGREEMENT FOR THE TRANSFER OF MATERIALS RELATED TO 2019-nCoV

Type: BIOSPECIMEN

Date: 11 January 2021

In light of the emergence of the novel coronavirus, 2019-nCoV, and urgent need to mitigate the pathogen's spread, the "MATERIAL" nasopharyngeal swabs is being made available by the PROVIDER to the RECIPIENT under the terms below. "MATERIAL" as used in this agreement means the original material or any unmodified progeny transferred and excludes any derivatives made by the RECIPIENT:

1. THIS AGREEMENT, entered into on the last date of signature on this Agreement, is between the University of KwaZulu-Natal (hereinafter referred to as the 'RECIPIENT', having a principal office at Office of the Registrar, University Road, Chiltern Hills, Westville, 3630, South Africa and the **National Microbiology Reference Laboratory (NMRL) situated** (hereinafter referred to as "PROVIDER", having a principal office at **Sally Mugabe Hospital Complex, Second floor, Lobengula street, Harare, Zimbabwe.**
2. In consideration of the mutual covenants contained herein and with the intention of being legally bound under the laws of the Republic of Zimbabwe.
3. By signing this MTA, the Recipient acknowledges that the Material is sole property of NMRL.
4. The MATERIAL is made available to the Recipient for any legitimate purpose required to sequence SARS-CoV2 virus only.
5. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
6. The MATERIAL may not be further distributed to other entities by the Recipient.
7. The Recipient shall not disclose (including but not limited to publications, presentations, seminars, workshops, or in training provision to third parties) details of the Materials or results created from use of the Materials without prior written consent of NMRL. The Recipient shall limit access to the Material to those of its staff who need access to the Material for the Permitted Use, and shall secure that any such persons with access to the Material complies with this Agreement.

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8. The RECIPIENT may not publish the results of the research with the MATERIAL in scientific journals and the PROVIDER will acknowledge the RECIPIENT or co-author its Scientists when writing a manuscript.
9. The RECIPIENT will use the MATERIAL only for academic research purposes and will not use the MATERIAL for any commercial or production purposes. The MATERIAL will not be used for any purpose inconsistent with this Agreement and in connection with any activity that is subject to consulting or licensing obligations to any third party. Upon completion of the work for which this restricted license is granted, the MATERIAL, will be disposed of or returned as explicitly directed by the PROVIDER. The PROVIDER retains title to the MATERIAL, and the RECIPIENT shall not obtain ownership rights in the MATERIAL.
10. 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.
11. The RECIPIENT and PROVIDER agree to transfer, use, manage, and control the MATERIAL in compliance with all applicable laws and regulations.
12. The RECIPIENT hereby agrees to indemnify and to hold harmless the PROVIDER against any loss or damages or other costs, howsoever arising, that may be suffered by it resulting from, arising out of or in any way relating to the RECIPIENT'S possession and use of the material. Where applicable the RECIPIENT shall be responsible for defending any claims arising out of this indemnity, and shall be responsible for the legal expenses occasioned thereby.
13. The Letter of Agreement will become effective on the date of the last signature and will remain in place for 12 months from the date of the last signature.
14. Should a dispute arise between the PROVIDER and RECIPIENT in connection with this Agreement, will agree to meet to discuss the dispute and endeavour to resolve the dispute amicably in good faith.
15. RECIPIENT delivery address for shipment of MATERIAL:

Nelson R Mandela Medical School, KRISP Laboratories, K-RITH Tower Building, Level 1, Room 121
719 Umbilo Road, Durban, 4001
South Africa

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RECIPIENT INSTITUTION'S SIGNING SECTION

RECIPIENT ORGANISATION NAME:	The University of KwaZulu-Natal (UKZN) on behalf of KRISP
Address:	University Road, Chiltern Hills, Westville, 3629, South Africa


Approval by Recipient Institution:

I hereby certify that I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL:

Investigator:

Name of Recipient Investigator:	Prof Tulio de Oliveira
Title:	Director of KRISP
Signature:	
Date:	18 February 2021

I hereby warrant that I, in the capacity of ^{DVC: Research}..... have the full authority to execute this Agreement on behalf of UKZN, and hereby certify my approval of the receipt of the MATERIAL from the PROVIDER

Name of UKZN Authorised Official:	Prof Mosa Moshabela
Signature:	
Date:	23 FEBRUARY 2021


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SIGNING SECTION (PROVIDER)


Approval by: Dr Sekesai Zinyowera (Coordinator of the National Microbiology Reference Laboratory)

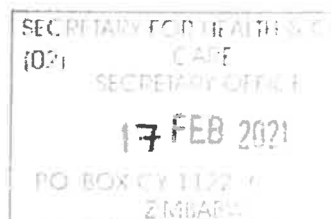
I hereby certify that I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the transfer of the MATERIAL

PROVIDING ORGANISATION NAME:	National Microbiology Reference Laboratory
Address:	Sally Mugabe Central Hospital Laboratory Complex, 2 nd Floor Lobengula Street, Southerton, Harare Zimbabwe

Name of Providing Investigator:	Dr Sekesai Zinyowera
Signature:	
Date:	28/01/2021

I hereby warrant that I, in the capacity of being the Secretary of Health have the full authority to execute this Agreement on behalf of National Microbiology Reference Laboratory, and hereby certify my approval of the transfer of the MATERIAL to the RECIPIENT

Name of Authorised Official:	Air Commodore (Dr) J. Chimedza
Signature:	
Date:	17/2/21



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