



## 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 samples 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 HIV Reference Laboratory (hereinafter referred to as "PROVIDER"), having a principal office at Public Health Institute of Malawi, P/Bag 65, Lilongwe, Malawi
2. In consideration of the mutual covenants contained herein and with the intention of being legally bound under the laws of the Republic of South Africa.
3. The MATERIAL is made available for any legitimate purpose required to rapidly prevent, detect, prepare for, and respond to, the spread or transmission of 2019-nCoV. MATERIAL will be used in studies including but not limited to testing properties like transmissibility and neutralization by antibodies and sera/plasma from convalescent COVID-19 individuals as well as sera/plasma from vaccinated individuals.
4. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
5. The MATERIAL may not be further distributed to other entities unless it is for the purpose described in Article 1 and under terms no more restrictive than this Agreement. To ensure compliance with this, copies of MTAs recording all further transfers must be sent back to [groblers@ukzn.ac.za](mailto:groblers@ukzn.ac.za) . This Article 3 must be incorporated in MTAs used for further transfers.
6. The RECIPIENT may publish the results of the research with the MATERIAL in scientific journals and agrees to acknowledge the source of the MATERIAL in any publications reporting use of it, including any publicly available deposit of genetic sequence data from the MATERIAL. The RECIPIENT shall provide the PROVIDER with a manuscript of any proposed publication or presentation resulting from the research using the MATERIAL at least sixty (60)

days prior to submission thereof for publication or presentation. The PROVIDER reserves the right to review any such manuscript, make editorial changes and to require the removal of confidential matter in order to protect its proprietary rights and interests in the MATERIAL. The PROVIDER shall notify the RECIPIENT in writing within thirty (30) days concerning the editorial changes, removal of confidential matter. For further information, please contact Prof Tulio de Oliveira.

7. The RECIPIENT will use the MATERIAL only for academic research purposes and will not use the MATERIAL for any commercial or production purposes. This Agreement and the resulting transfer of the MATERIAL constitute a restricted non-exclusive license for the RECIPIENT to use the MATERIAL solely for not-for-profit 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, which has not been destroyed, will be disposed of as explicitly directed by the PROVIDER. The PROVIDER retains title to the MATERIAL, and the RECIPIENT shall not obtain ownership rights in the MATERIAL.
8. 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.
9. The RECIPIENT and PROVIDER agree to transfer, use, manage, and control the MATERIAL in compliance with all applicable laws and regulations.
10. 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.
11. 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.
12. 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.



13. RECIPIENT delivery address for shipment of MATERIAL:

Attention: Dr Jennifer Giandhari, KRISP Laboratory, Nelson R Mandela Medical School, University of KwaZulu-Natal, 1<sup>st</sup> Floor, DDMRI Building,  
719 Umbilo Road, Durban, 4001  
South Africa  
Tel: +27 (0)84 599 9930


**RECIPIENT INSTITUTION'S SIGNING SECTION**

<b>RECIPIENT ORGANISATION NAME:</b>	The University of KwaZulu-Natal (UKZN) on behalf of KRISP
<b>Address:</b>	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:**

<b>Name of Recipient Investigator:</b>	Prof Tulio de Oliveira
<b>Title:</b>	Director of KRISP
<b>Signature:</b>	
<b>Date:</b>	4 February 2021

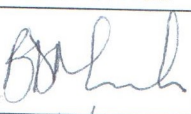
I hereby warrant that I, in the capacity of Dean, have the full authority to execute this Agreement on behalf of UKZN, and hereby certify my approval of the receipt of the MATERIAL from the PROVIDER

<b>Name of UKZN Authorised Official:</b>	Prof Urmilla Bob
<b>Signature:</b>	
<b>Date:</b>	10 February 2021


**National HIV Reference laboratory SIGNING SECTION (PROVIDER)****Approval by National HIV 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

<b>PROVIDING ORGANISATION NAME:</b>	National HIV Reference Laboratory
<b>Address:</b>	Public Health Institute of Malawi P/Bag 65 Lilongwe Malawi

<b>Name of Providing Investigator:</b>	Dr Bernard Mvula
<b>Signature:</b>	
<b>Date:</b>	04/02/2021

I hereby warrant that I, in the capacity of Director of Public Health Institute of Malawi have the full authority to execute this Agreement on behalf of Secretary for health, and hereby certify my approval of the transfer of the MATERIAL to the RECIPIENT subject to all conditions in this agreement.

<b>Name of Authorised Official:</b>	Dr Benson Chilima
<b>Signature:</b>	
<b>Date:</b>	04/02/2021