

DEPOSIT FORM – BEI Part 1 of 2

This BEI Resources Deposit Form Agreement (“AGREEMENT”) is between the INSTITUTION (defined below) and the American Type Culture Collection (“ATCC”), a not-for-profit organization having its principal business at 10801 University Blvd. Manassas, Virginia 20110, contractor to the National Institute of Allergy and Infectious Disease (“NIAID”), an institute of the National Institutes of Health, an agency of the U.S. Department of Health and Human Services. The BEI Resources Repository is a NIAID program, managed by ATCC.

SECTION 1: DEFINITIONS

- “DEPOSITOR” means the PI(s) listed in Section 2(a) that is depositing the MATERIAL.
- “INSTITUTION” means the entity listed in Section 2(a) that holds the rights to the MATERIAL.
- “MATERIAL” means the material(s) listed in Section 2(b).
- “MATERIAL TRANSFER AGREEMENT” or “MTA” means the BEI Resources Material Transfer Agreement, as may be amended by ATCC, as provided to BEI Resources registrants. The current version of the MTA can be found by visiting the BEI Resources website: www.beiresources.org.

SECTION 2: DEPOSITOR, INSTITUTION & MATERIAL INFORMATION

- List the PI's contact information and name of INSTITUTION:

PI's Name: _____

Position Description: _____ E-mail: _____

Phone: _____ Fax: _____

Institution: _____ Department: _____

Mailing Address: _____

Shipping Address: _____

- List the materials to be deposited by name (or attach a spreadsheet):

| Material Name | Item Number (for BEI Resources use only) |
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- List ALL third parties who have rights to the MATERIAL:

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- d. List any patent or patent application numbers known to you or your INSTITUTION pertinent to the MATERIAL:

- e. Identify any proprietary third-party material contained within the MATERIAL (promoter, DNA vector etc.):

- f. List the technical support and shipping contact information.

TECHNICAL SUPPORT CONTACT:

Name: _____

Position Description: _____

E-mail: _____

Phone: _____

Fax: _____

TRANSPORT OF MATERIAL CONTACT:

Name: _____

Position Description: _____

E-mail: _____

Phone: _____

Fax: _____

SECTION 3: RIGHTS GRANTED

- a. **RIGHTS GRANTED:** INSTITUTION hereby grants to BEI RESOURCES, on behalf of the U.S. Government, a non-exclusive, worldwide, perpetual right and license to reproduce, use, give, distribute or otherwise transfer MATERIAL to BEI Resources registrants under the MTA.
- b. In addition to the foregoing, please list here if the MATERIAL is subject to any special terms and conditions:

SECTION 4: OTHER PROVISIONS

- a. The MATERIAL will be distributed by BEI RESOURCES only after an MTA has been executed by the party requesting the MATERIAL.
- b. Distribution for Commercial Purposes is defined in the MTA. If a third party desires to use the MATERIAL for Commercial Purposes, the third party must negotiate a license with the INSTITUTION as outlined in the MTA.
- c. Each party represents to the other that it has the full right and authority to enter into and perform this AGREEMENT and, with respect to INSTITUTION, to deposit the MATERIAL and grant the rights hereunder, and that it is not aware of any impediment which would inhibit its ability to perform the terms and conditions imposed upon it by this AGREEMENT.

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- d. Except to the extent prohibited by law, INSTITUTION disclaims all risks and responsibility in connection with the receiving party's receipt, handling, storage, disposal, internal transfer and use of MATERIAL.
- e. DEPOSITOR agrees to make a best effort to replace MATERIAL transmitted hereunder in the event it is found to be nonviable, impure, or otherwise atypical. If requested by BEI RESOURCES, DEPOSITOR agrees to evaluate MATERIAL for quality control purposes after initial authenticity by BEI RESOURCES to the extent he is able. Furthermore, DEPOSITOR recognizes that the BEI RESOURCES Collection Scientists may need more information pertaining to the MATERIAL.
- f. This form states the entire AGREEMENT between the parties regarding the MATERIAL.

IN WITNESS WHEREOF, the parties, individually or by their duly authorized representatives, have caused this AGREEMENT to be executed in duplicate and effective as of the date of the last signature to the AGREEMENT, below.

READ AND UNDERSTOOD BY DEPOSITOR:

Signature: Jesse Bloom Date: _____
Signature

Printed Name: _____ Position Description: _____

For INSTITUTION:

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

Signature: _____ Date: _____
Authorized Signature

Printed Name: _____ Position Description: _____

Institution: _____ E-mail: _____

Telephone: _____ Fax: _____

Institution Address: _____

For ATCC:

Signature: _____ Date: _____
Authorized Signature

Printed Name: _____ Title: _____

Instructions: Please email, fax or mail this completed and signed Part 1 of 2 Deposit Form to the address listed below.