

Simple Letter Agreement for the Transfer of Materials

UC Davis 2013-459

In response to the Recipient's request for the Material, including metadata,
Listeria and Campylobacter

the Provider asks that the Recipient agrees to the following before the Recipient receives the Material:

1. The above Material is the property of the Provider and is made available as a service to the research community.
2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
3. The Material will be used for teaching or not-for-profit research purposes only.
4. The Material will not be further distributed to others without the Provider's written consent. The Recipient shall refer any request for the Material to the Provider. To the extent supplies are available, the Provider or the Provider Scientist agree to make the Material available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
5. The Recipient agrees to acknowledge the source of the Material in any publications reporting use of it.
6. 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. Unless prohibited by law, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the Material except that, to the extent permitted by law, the Provider shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Provider.
7. The Recipient agrees to use the Material in compliance with all applicable statutes and regulations.
8. The Material is provided at no cost, or with an optional transmittal fee solely to reimburse the Provider for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: none

The Provider, Recipient and Recipient Scientist must sign return one signed copy to the Provider. The Provider will then send the Material.

PROVIDER INFORMATION AND AUTHORIZED SIGNATURE

Provider Scientist: Paolo Calistri

Name of Authorized Official: Fernando Arnolfo

Title of Authorized Official: General Director

Certification of Authorized Official: DM 31 July 2012

This Simple Letter Agreement has / X has not been modified.


Signature of Authorized Official

Provider Organization: Istituto Zooprofilattico Sperimentale

Address: Dell'Abruzzo e del Molise "G. Caporale"

Campo Boario, 64100 Teramo (Italy)

Tel: 39 0861 332241

23/02/2013
Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist: Dr. Bart Weimer

Name of Authorized Official: Jan D. Carmikle

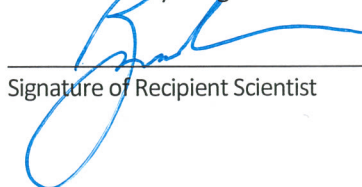
Sr. Intellectual Property Officer

Title of Authorized Official: Technology Transfer Services


Signature of Authorized Official

The Regents of the University of California
UC Davis Innovation Access
Technology Transfer Services
University of California, Davis
1850 Research Park Drive, Suite 100
Davis, CA 95618-6134
Phone: (530) 754-8649 / FAX: (530) 754-7620
2/15/2013
Date

Acknowledgement of Recipient Scientist: I have read and understood the conditions outlined in this Agreement, and I understand my obligations as an employee of the Recipient regarding the receipt and use of the Material.


Signature of Recipient Scientist

2/19/13
Date