

ADDENDUM TO ATCC® MTA For Global Priority Superbugs



This addendum to the ATCC MTA (“Addendum”) effective as of the date of the last signature to the Addendum (“Effective Date”) sets forth terms and conditions that are in addition to those set forth in the ATCC MTA and apply to the distribution and use of Biological Material (as defined by the ATCC MTA), and associated data, belonging to the Global Priority Superbugs’ collection (“GPS”) (collectively, “GPS Biological Material”) to the organization receiving GPS Biological Material from ATCC (the “Recipient Organization”). By accepting the Biological Material, Recipient specifically acknowledges and agrees to the following terms and conditions.

If the Recipient Organization has previously executed a blanket ATCC MTA, this Addendum is incorporated into and made a part of that ATCC MTA. For all others, this Addendum is incorporated into and made a part of the ATCC MTA posted on the ATCC website on the date of the last signature below. In the event of any conflict between the terms and conditions of the ATCC MTA and the terms and conditions of this Addendum, then the terms and conditions of this Addendum shall prevail.

TERMS AND CONDITIONS:

1. The ATCC MTA and this Addendum are made by and between the American Type Culture Collection (ATCC) and the Recipient Organization identified on the signature lines below. The investigator of the Recipient Organization (Investigator) must acknowledge, by signing below, that the Investigator has read and understands this Addendum. The signatories to this Addendum must correspond to the Recipient Organization and Investigator identified on the ATCC Sales Order. Collectively, the Recipient Organization and Investigator are referred to herein as “Recipient”.
2. “Commercial Use” means the sale, license, lease, export, transfer or other distribution of the GPS Biological Material to a person or entity not party to this Addendum for financial gain or other commercial purposes and/or the use of the GPS Biological Material: (a) to provide a service to a person or entity not party to this Addendum for financial gain; (b) to produce or manufacture products for general sale or products for use in the manufacture of products ultimately intended for general sale; or (c) in connection with proficiency testing service(s), including but not limited to, providing the service of determining laboratory performance by means of comparing and evaluating calibrations or tests on the same or similar items or materials in accordance with predetermined conditions.
3. Upon approval of Recipient’s order by ATCC, this Addendum shall come into effect. This Addendum shall remain in effect for a period of one (1) year from the Effective Date, with automatic renewals for subsequent, consecutive one (1) year periods.
4. In consideration for Recipient’s order, upon placing the order Recipient Organization will pay to ATCC an **order fee** in the amount indicated in the ATCC catalog for each GPS Biological Material requested.
5. Contingent upon approval of Recipient’s order and shipment of the GPS Biological Material, ATCC grants Recipient a **NON-EXCLUSIVE LICENSE TO USE THE GPS BIOLOGICAL MATERIAL SOLELY FOR INTERNAL SCIENTIFIC RESEARCH** (the “Field of Use”). No Commercial Use of the GPS Biological Material is permitted hereunder. The performance of research by Recipient for, on behalf of, or in collaboration with, a commercial company that does not have a separate written agreement with ATCC requires a license from ATCC.
6. Recipient shall not publicly disclose any GPS Biological Material’s sequence data in any format, including, but not limited to, publishing in posters, manuscripts, journals or databases.
7. The GPS Biological Material may not be transferred by Recipient to any third parties. Recipient Organization agrees that any investigator other than the Investigator utilizing the GPS Biological Material within Recipient Organization will be required to obtain a separate Addendum. A signed copy of this Addendum will be promptly provided to ATCC for each investigator within Recipient Organization who utilizes the GPS Biological Material.

8. Recipient will use the GPS Biological Material in compliance with all applicable laws, governmental regulations and guidelines, including current applicable National Institutes of Health guidelines and any other regulations or guidelines pertaining to research that may be applicable to the GPS Biological Material.
9. The GPS Biological Material is experimental in nature and will be used with prudence and appropriate caution, since not all of characteristics of the GPS Biological Material are known. THE BIOLOGICAL MATERIAL IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ATCC makes no representation or warranty that the use of the GPS Biological Material will not infringe any patent or other proprietary right.
10. ATCC will be entitled to terminate this Addendum in the event of breach by Recipient by providing thirty (30) days prior written notice to Recipient.

BY SIGNING BELOW, THE DULY AUTHORIZED REPRESENTATIVE OF THE RECIPIENT ORGANIZATION AND INVESTIGATOR ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE ATCC MTA AND THIS ADDENDUM AND AGREE TO THE TERMS AND CONDITIONS THEREOF, AS EVIDENCED BY THEIR SIGNATURES BELOW AND ACCEPTANCE OF THE BIOLOGICAL MATERIAL ORDERED.

Recipient Organization: _____

AUTHORIZED SIGNATORY:

READ AND UNDERSTOOD BY:

By: _____
(Authorized signatory signature)

By: _____
(Investigator's signature)

(Printed name)

(Printed name)

Title: _____

Title: _____

Date: _____

Date: _____

Sales Order Number/Catalog Number (if available): _____