UNIVERSITY OF CALIFORNIA

Instructions for Use of
Simple Letter Agreement for Transfer of Non-Proprietary Biological Materials (Outgoing) to Universities and Non-Profit Institutions

The Simple Letter Agreement is authorized for use by University of California Principal Investigators or administrators when transmitting outgoing non-proprietary biological materials to other universities or nonprofit institutions for non-commercial research purposes.

A. When to use this Simple Letter Agreement

1. When University of California non-proprietary biological materials will be sent (outgoing) to others.
2. When materials will be used for non-commercial research purposes only.
3. When materials will be transmitted to universities or nonprofit institutions.
4. When no patent application relating to the materials will be or has been filed.

B. When NOT to use this Simple Letter Agreement

1. When a patent application has been filed on the materials or the materials are being considered for licensing or have been licensed to a commercial institution. Contact your campus technology transfer office or the systemwide OTT at (510) 748-6600 for instructions.
2. When living plants or portions of them will be transferred. A separate "Testing Agreement for Plant Varieties" is available for use with these materials.
3. When a change in the wording of this Simple Letter Agreement is requested. Any change must be reviewed and approved by your [CAMPUS LOCATION] or the systemwide OTT before acceptance.
4. When commercial use of the materials is intended. Contact your campus technology transfer office or the systemwide OTT. A commercial license may be required, and releases from sponsors may be necessary.

C. How to use this Simple Letter Agreement

1. Enter in Section A a precise description of the biological materials that are being provided under this Agreement.
2. Enter in Section B the name and address of the campus official who is authorizing the transfer of material. For the unaltered Simple Letter Agreement, this may be the Principal Investigator.
3. Sections C & G must designate the name of the Recipient institution and the name and title of the authorized official who can legally commit that institution (Note: Generally, this will not be the Recipient Scientist). Sections C and G should be completed by the Recipient institution, and Section G should be signed by the authorized Recipient official.
4. Enter in Section D7, if appropriate, the amount of the required transmittal fee to reimburse Provider Scientist for preparation and distribution costs. [NOTE: The Provider Scientists should consult local departmental or campus officials on how to handle receipt of a transmittal fee.]
5. Enter in Section E the requested information for the Provider Scientist.
6. Enter in Section F the Recipient Scientist name and address to whom the materials are being provided.
7. Make two copies of the Simple Letter Agreement; sign both at Section E; send the Agreement in duplicate to the Recipient Scientist; and request that a fully executed Agreement be returned to your attention. DO NOT SEND THE MATERIALS AT THIS TIME.
8. Upon receipt of a fully executed Simple Letter Agreement and the transmittal fee, if any, from the Recipient institution, forward the materials to the Recipient Scientist.
9. Maintain the fully executed Simple Letter Agreement in your files and send one copy to [CAMPUS LOCATION].

(July, 1995)