

**Simple Letter Agreement  
For depositing material at the CDC Arbovirus Reference Collection**

This Simple Letter Agreement (“Agreement”) is made by and between the \_\_\_\_\_ with offices located at \_\_\_\_\_ (“**Depositor**”) and the Centers for Disease Control and Prevention, an agency of the United States Department of Health and Human Services, with offices located at 1600 Clifton Rd, NE, Atlanta, GA, 30329 (“**CDC**”), for depositing material as described in Appendix A of this Agreement (“**Material**”), at the Centers for Disease Control and Prevention’s Arbovirus Reference Collection (“**ARC**”) repository. Both Depositor and CDC are individually referred to as a “**Party**” and collectively as “**Parties**”.

Both Parties agree to the following terms and conditions:

1. Depositor will transfer to CDC the Material. For transfer of isolates, the Depositor will provide all associated details as requested in the ARC Submission Form, a copy of which is attached in Appendix B of this Agreement. The Depositor will not provide any personally identifiable information associated with the Material to CDC.
2. The Material is the property of the Depositor and is made available as a service to the research community. The Material will be used by CDC for the purposes set forth in Appendix A of this Agreement.
3. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
4. Transfers of the Material to third-party requestors by CDC will be documented in writing with terms and conditions at least as restrictive as those set forth in this Agreement, and in compliance with all applicable federal laws and regulations and in accordance with ARC standard practices and CDC policies and procedures. If any such third-party requestors desire for use of the Material in any product(s) offered for sale or process(es) for the manufacture thereof or as a part of commercial service, such request(s) will be forwarded to Depositor.
5. CDC shall acknowledge the Depositor as the source of the MATERIAL in any publications made by CDC reporting use of it, unless requested otherwise.
6. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE DEPOSITOR 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. CDC will not hold the Depositor liable for any loss, claims, or damages that may arise from CDC's use of the Material, unless caused by gross negligence or willful misconduct of the Depositor. CDC assumes liability only to the extent provided under the Federal Tort Claims Act, 28 U.S.C. §§ 2671 *et seq* for any loss, claim, damage, or liability arising from its own use of the Material.

7. Upon CDC's request, to the extent reasonably possible, Depositor agrees to replace the Material provided hereunder in the event it is found to be nonviable, impure, or otherwise atypical. Depositor also acknowledges that CDC may need additional information pertaining to the Material and agrees to provide such information, if available, upon request by CDC.
8. CDC will use, store, handle, and distribute the MATERIAL in compliance with all applicable federal laws and regulations.

**SIGNATURES ON THE FOLLOWING PAGE**

**Centers for Disease Control and Prevention:**

**Authorized Official:**

\_\_\_\_\_ Date: \_\_\_\_\_

Daniel B. Jernigan, MD, MPH  
Title: Director, National Center for Emerging and Zoonotic Infectious Diseases

**Read and Acknowledged by:**

\_\_\_\_\_ Date: \_\_\_\_\_

Name: Brandy Russell  
Title: ARC Curator, NCEZID/DVBD/Arboviral Diseases Branch

CDC's Mailing Address:       Centers for Disease Control and Prevention  
  1600 Clifton Road, N.E.  
  Attn: Technology Transfer Specialist (Mail Stop H21-8)  
  Atlanta, Georgia 30329-4027  
  [TTD@cdc.gov](mailto:TTD@cdc.gov)

**(Depositor Institute):**

**Authorized Official:**

\_\_\_\_\_ Date: \_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Depositor's Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix A

**Material** (list isolates or material): \_\_\_\_\_

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### Research Project:

CDC's Arbovirus Reference Collection (ARC) offers long-term curation, maintenance, and distribution of historical isolates. ARC's comprehensive collection includes viruses from multiple families [Arbovirus Reference Collection \(ARC\) Contents and Maintenance | Division of Vector-Borne Diseases | NCEZID | CDC](#). The Material will be added to the ARC inventory for use by CDC and for distribution to the greater research community in accordance with the standard practices of the ARC ([About the Arbovirus Reference Collection \(ARC\) | Division of Vector-Borne Diseases | NCEZID | CDC](#)).

CDC Reference ID: \_\_\_\_\_

**Appendix B**

Attachment – ARC Submission Form.