



## Clinical Partner Registration Form

RETURN THIS FORM ALONG WITH ANY NEW VENDOR FORMS TO [INFO@OPENBIOME.ORG](mailto:INFO@OPENBIOME.ORG) OR BY FAX TO **617-575-2201**

IF YOU ARE PART OF A LARGER HOSPITAL NETWORK AND WOULD LIKE TO INQUIRE IF YOUR NETWORK IS ALREADY ON CONTRACT WITH US PRIOR TO FILLING OUT THIS FORM, PLEASE REACH OUT TO [INFO@OPENBIOME.ORG](mailto:INFO@OPENBIOME.ORG).

**NOTE:** WE MUST RECEIVE THIS FORM COMPLETED IN FULL BEFORE YOUR FIRST ORDER. THIS IS NOT AN ORDER FORM.

### Institution Information

A. HOSPITAL / CLINIC / PRACTICE INFORMATION		
Name of hospital, clinic, or practice		
Department(s) using material		
Has your facility previously performed a fecal transplant (FMT)? : <input type="checkbox"/> Yes <input type="checkbox"/> No		
Type of hospital, clinic, or practice: <input type="checkbox"/> Academic <input type="checkbox"/> Community <input type="checkbox"/> Government <input type="checkbox"/> Private Practice <input type="checkbox"/> Other:		
Health System (if applicable)		

### Shipping Information

Provide your facility's shipping address and a contact to be notified in the event of shipping disruptions.

B. SHIPPING INFORMATION		
ATTN:		
Address Line 1		
Address Line 2		
City	State	Zip
Shipping contact name	Shipping contact title	
Shipping contact phone	Shipping contact email	

### Billing Information

Provide your billing address and an accounts payable (A/P) contact (an individual with whom we can discuss invoices and payment).

C. BILLING INFORMATION		
Please indicate your institution's tax status: <input type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt (Please submit certificate of exemption with your registration)		
ATTN:		
Address		
City	State	Zip
Email to receive PDF invoices		
<input type="checkbox"/> Check if your facility requires purchase order numbers to pay invoices	<input type="checkbox"/> Check if you can only receive invoices by mail (default is by email)	
A/P contact name	A/P contact title	
A/P contact phone	A/P contact email	



## Supervising Physician Information

Provide information for the licensed physician (MD/DO) who will be our primary clinical contact for the FMT program at your facility.

D. SUPERVISING PHYSICIAN INFORMATION	
Name	Specialty
Phone	Email

## Adverse Event Contact

Provide information for the contact with a medical role (e.g. doctor, nurse) who is able to investigate and help resolve reported adverse events.

E. ADVERSE EVENT CONTACT	
Name	Title
Phone	Email

## Patient Resource Contact

Provide information for the contact who will serve as a resource for patients reaching out to the facility. Only the contact's name and phone number will be shared externally on our online Find a Doctor tool. The email address is collected for our internal records only.

F. PATIENT RESOURCE CONTACT	
Name	Title
Phone	Email

## Material Tracking Logs Contact

Provide the contact responsible for the submission of Material Tracking Logs, see Information & Policies section for guidance.

G. MATERIAL TRACKING LOGS CONTACT	
Name	Title
Phone	Email

## General Information & Policies – Initial & Sign

### A. Terms and Conditions

Subject to the terms and conditions set forth in this Clinical Partner Registration Form ("CPRF") OpenBiome will supply you with the type and quantity of Fecal Microbiota Preparations ("Product") requested on one or more Order Forms or Purchase Orders at the pricing described herein and solely to the extent that such Product is not available for purchase from a commercial seller. The term of this CPRF will begin on the date of your signature below, and continue for a period of two (2) years therefrom, at which time this CPRF will expire and you will be required to fill out and execute a new CPRF prior to purchasing additional Product. If you breach any provision of this CPRF and fail to cure such breach within thirty (30) days of OpenBiome's notice to you of such breach, OpenBiome may terminate this CPRF and your registration as a clinical partner of OpenBiome.

\_\_\_\_\_ *Initials*

### B. Price List

ITEM	DESCRIPTION	UNIT PRICE	_____ <i>Initials</i>
FMP250	FMT Lower Delivery (for colonoscopy, sigmoidoscopy, & enema)	\$485	_____ <i>Initials</i>
FMP30	FMT Upper Delivery (for EGD & nasoenteric tube)	\$485	
FMPCapG3	FMT Capsule G3 (physician orientation required before first order)	\$635	

### C. Ordering

Submit OpenBiome Order Form or Purchase Order by email to [orders@openbiome.org](mailto:orders@openbiome.org) (preferred) or by fax to 617-575-2201. All Order Forms or Purchase Orders will be governed by the terms and conditions set forth in this CPRF.

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### D. U.S. Shipping

**Standard S&H** Flat \$150 fee per shipment, waived on orders of 10 units or more. We strongly encourage

partners to consolidate orders and store Product locally to reduce shipping fees and ensure reliable access.

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- Orders placed Monday-Wednesday will be delivered in 2 business days.
- Orders placed on Thursday or Friday will be scheduled for delivery the following Tuesday.
- Product arrives on dry ice in a temperature-monitored container.
- Shipped using FedEx Priority (10:30AM delivery for most locations).

**Optional Same-Day Shipping** \$50 additional fee

- Same-day shipping, for delivery the following morning.
- Order must be received before 3PM ET Monday-Thursday.
- Availability not guaranteed.

**Optional FedEx First Delivery** \$100 additional fee

**Weather Notice**

OpenBiome will make every effort to process and ship your order for delivery within the estimated delivery date. However, some events beyond OpenBiome's control can occasionally delay a shipment, even an expedited shipment. When forces of nature delay a carrier's delivery of an order, OpenBiome cannot guarantee the arrival date of your order. To reduce any issues caused by a late arrival of treatments, especially during the winter months where weather delays are more frequent, please place your order early to allow extra time for delivery.

**E. Billing Policy**

**Electronic Invoicing:** All invoices will be sent via e-mail by default to the e-invoice e-mail address provided in the Billing Information section above. Partners requiring mailed paper invoices must indicate this preference above.

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**Payment Terms:** OpenBiome's payment terms are **Net 30**, and you agree that you shall pay all invoices for Product within thirty (30) days from receipt of such invoices.

**Late Payment Penalties:** OpenBiome reserves the right to assess late payment penalties for invoices not fully paid on-time, including but not limited to recouping the cost of any collection agencies employed.

**Payment Options:** OpenBiome accepts the following payment methods:

1. Electric Funds Transfer: Via "Pay Now" button on e-invoices or any other method of e-payment.
2. Checks: Made payable to Microbiome Health Research Institute. Our remit-to address is:  
ATTN: Accounts Receivable  
Microbiome Health Research Institute  
200 Inner Belt Road, Somerville, MA 02143
3. Credit card: Via phone by calling 617-575-2201 x5

If you require any registration or credentialing services, please contact [info@openbiome.org](mailto:info@openbiome.org).

**F. Safety Policy**

All clinicians using Product will review our intro to the Quality and Safety Program available online at [www.openbiome.org/safety](http://www.openbiome.org/safety). Should an adverse event occur, a clinician will notify OpenBiome within 24 hours using our online reporting tool at [www.openbiome.org/adverse-events](http://www.openbiome.org/adverse-events) or by phone to 617-575-2201, option 1.

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You agree to complete a Material Tracking Log and FMT Follow-Up Form (provided) for all Product supplied, and to return these to OpenBiome. Information obtained from these Logs may be used for any purpose, which may include quality assurance and/or commercial purposes. These forms will not include any patient-identifiable information and OpenBiome may use the data on these forms for any purpose, which may include quality assurance and/or commercial purposes. For more on this requirement, read our primer found at [www.openbiome.org/safety](http://www.openbiome.org/safety).

**G. Usage Policy**

The Product is intended for clinical use under medical supervision only. Fecal Microbiota Transplantation is an investigational therapy that is not approved by the FDA. Use of this Product is part of the practice of medicine as exercised by appropriately licensed individual practitioners. OpenBiome provides quality assurances that the Product meets the specifications and quality assurance guidelines outlined in the OpenBiome Quality Metrics found at <https://goo.gl/YX79DA>. You understand and agree that there are considerable risks associated with use of the Product, including, but not limited to, the potential for the presence of infectious agents. Such agents could include both agents not included in OpenBiome's screening panel or agents that were not detected by the assays employed by OpenBiome. You acknowledge the inherent risks associated with the clinical use of the Product and accept these risks as a condition of use. OpenBiome provides a

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summary of its donor screening, and you may request raw results to review directly and make an informed medical decision about the use of the Product. Responsibility for medical interpretation of these results lies with the medical practitioner and not with OpenBiome. Furthermore, you accept the ethical and legal responsibility to inform patients of the risks associated with this procedure and provide treatment under informed consent. You agree that you will maintain true and accurate records regarding the handling, storage, and use of the Product, and will provide such records OpenBiome upon request. In handling, storing, utilizing, and disposing of Product, you shall at all times comply with all applicable laws, regulations and generally accepted industry practices, and will follow all instructions provided by OpenBiome. You further agree that your purchase of the Product is for the treatment of your own patients only, and that you will not transfer, distribute or release the Product to any other person or entity.

#### **H. No Warranty**

Products are understood to be experimental in nature and may have hazardous properties that are not known or fully appreciated. THE PRODUCT IS PROVIDED WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS SAFETY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. Acceptance by you of the Product will constitute your acceptance of liability for any damages or injuries resulting from your possession, use, or disposal of the Product. OpenBiome makes no representation that the use of the Product will not infringe on any patent or other proprietary rights of third parties.

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#### **I. Intellectual Property and Confidentiality**

Nothing in this CPRF shall grant or may be construed as granting to you any rights in or to any intellectual property rights of OpenBiome, whether by implication, estoppel or otherwise. For purposes of this CPRF, "Confidential Information" means any and all information of a confidential, secret, and/or proprietary nature provided by or on behalf of Supplier or its agents to Customer in connection with this Agreement. Confidential Information includes, but is not limited to, the Product specifications and quality assurance information provided at the link in Section F above. You agree that you will maintain OpenBiome's Confidential Information in strict confidence and shall disclose OpenBiome's Confidential Information only to those of your employees, officers, and agents who have a need to know and who are obligated to keep such information confidential. The obligations of this section do not apply to information that you can demonstrate: (a) was generally known to the public prior to disclosure or being generated under CPRF or later becomes generally known to the public through no fault of yours; (b) was already known to you prior to disclosure or generation under this CPRF; (c) was obtained by you from a third party in lawful possession of such information and with the right to disclose the same; and (d) was independently developed by you without reference to OpenBiome's Confidential Information. This section shall survive the termination or expiration of this CPRF or any Order Forms or Purchase Orders hereunder.

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#### **J. Insurance**

You agree that you shall, for as long as you possess or make use of Product under any Purchase Order or Order Form issued hereunder, at your own cost and expense, obtain and maintain in force: (1) general liability insurance with minimum limits of \$1 million per occurrence or claim, \$3 million annual aggregate, and (2) workers compensation insurance that meets statutory requirements in the state in which you are located. You shall provide a certificate of insurance verifying such coverage upon request by OpenBiome. If the form of insurance is claims made, you agree to maintain appropriate tail coverage for claims, demands, or actions reported in future years for acts or omissions during the term of your use or possession of Product. Your failure to maintain coverage according to this paragraph shall be grounds for termination of your registration as a Clinical Partner of OpenBiome.

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#### **K. Indemnification**

You hereby agree to indemnify, protect, and save harmless OpenBiome and its agents, officers, and employees, from and against that portion of any and all losses, claims, demands, actions, or judgments, joint or several, for which OpenBiome may become liable arising out of or in connection with this CPRF or the Product that result from the negligence, willful misconduct or wrongful acts or omissions of you or any of your agents, officers, or employees, or from any medical services provided by you or any of your agents, officers, or employees, whether utilizing the Product or otherwise. The provisions of this paragraph shall survive the expiration or termination of this CPRF or any Order Forms or Purchase Orders hereunder.

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#### **L. Miscellaneous**

This CPRF contains the entire agreement between you and OpenBiome regarding the subject matter hereof, and there are no other promises or conditions in any other agreement whether oral or written. This CPRF supersedes any prior written or oral agreements between you and OpenBiome. This CPRF may be modified or amended only if the amendment is made in writing and agreed by both you and OpenBiome. If any provision of this CPRF shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this CPRF is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of OpenBiome to enforce any provision of this CPRF shall not be construed as a waiver or limitation of OpenBiome's right to

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subsequently enforce and compel strict compliance with every provision of this CPRF. You may not assign this CPRF or any Order Form or Purchase Order without the prior written consent of OpenBiome. This CPRF will be governed by the laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of laws principles. You represent and warrant that your signatory to this CPRF is duly authorized to execute this CPRF on your behalf, and that no consents (which have not already been obtained) are required in order for this CPRF to be effective and enforceable against you in accordance with its terms. OpenBiome shall not be liable in damages for failure to comply with its obligations to the extent that its performance is prevented by causes beyond its reasonable control including acts of God or of the public enemy, acts of any governmental authority, fires, war, riots, terrorist acts, unavailability or shortages of electricity or other utilities, floods, unusually severe weather, epidemics, quarantine restrictions, strikes, labor disputes or shortages of labor, freight embargoes, or inability to secure necessary parts and materials.

By your signature below, you agree to purchase Product subject to, and abide by, the terms and conditions contained in this CPRF, and that the terms and conditions hereof will be binding on you, your successors and permitted assigns.

**CLINICAL PARTNER**

\_\_\_\_\_  
Signature of authorized hospital / clinic / practice representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title