

NOTICE: THIS IS A LEGALLY BINDING CONTRACT

Between Wellcome Trust Sanger Institute and the Recipient institution

It is essential that the person signing this contract on behalf of the Recipient institution has the authority to do so on the Recipient institution's behalf, thus creating legal obligations on behalf of Recipient institution.

Examples of people who may have such authority include: Recipient institution's Directors, Heads of legal, Heads of finance and Technology Transfer Associates.

Examples of people who typically do NOT have such authority include: Recipient institution's lab heads/principal investigators, post docs, students.

The person signing this Contract represents and warrants to Wellcome Trust Sanger Institute that they have the authority to sign such contracts on behalf of Recipient institution.

Signature of this contract by an unauthorised person or failure of the authorised signatory to tick the box below may result in a significant delay in processing the Recipient institution's request for Material.

Recipient institution's signatory should tick this box to indicate that he/she has read this notice.

WTSI - MATERIALS TRANSFER AGREEMENT

(for use by US Institutions that are not federally funded)

Start Date		
Recipient	Legal title: Address:	[please enter legal title of receiving organisation]
	[official contact]:	[please enter fax and email]
Sanger	Name: Address:	Genome Research Limited, Wellcome Trust Sanger Institute, Hinxton, Cambridge, CB10 1SA, UK
Materials	murine embryonic stem cell line AB2.2 and feeder cell line SNL76/7	
Investigation	[Describe specific area of research]	
Recipient's Principal Investigator	Name: Address:	
	Tel: Fax: Email:	
Sanger's Contact	Name: Address: Tel: Fax: Email:	Sample Management Genome Research Limited, Wellcome Trust Sanger Institute, Hinxton, Cambridge, CB10 1SA. +44 (0)1223 497740 +44 (0)1223 495353 team178g@sanger.ac.uk

Sanger is willing to provide the Recipient with the Materials for use in the course of the Investigation. The Recipient wishes to be free to publish and exploit the results of the Investigation and is willing to do so on terms which protect Sanger's interests in the Materials. Accordingly, Sanger is willing to provide and the Recipient is willing to accept the Materials in accordance with the provisions of this Agreement.

Sanger and the Recipient hereby agree to be bound by the provisions of this Agreement.

Signed for and on behalf of the **RECIPIENT**
by its duly authorised signatory:

Signed for and on behalf of **SANGER** by its
duly authorised signatory:

Signature:

Signature:

Name:

Name:

Title:

Title:

1. Delivery of the Materials

- 1.1 Sanger shall send to the Recipient's Principal Investigator the Materials in a manner consistent with the optimum stability and safe delivery of the Materials.
- 1.2 Sanger shall provide the Recipient with any protocols that Sanger may have concerning the handling, storage and safety of the Materials.

2. Use of the Materials

- 2.1 The Recipient shall ensure that the Materials are:
 - 2.1.1 used only for the purposes of the Investigation and not for administration to human subjects;
 - 2.1.2 handled and stored in accordance with any reasonable protocols provided to the Recipient pursuant to Clause 1.2; and
 - 2.1.3 not made available to anyone other than personnel of the Recipient engaged in carrying out the Investigation.

3. Intellectual Property Rights

- 3.1 Sanger hereby grants to the Recipient a non-exclusive worldwide royalty-free research licence under its intellectual property rights to use the Materials for the purposes of the Investigation.
- 3.2 Sanger makes no warranty or representation that the Materials (whether when used for the Investigation or otherwise) do not and will not infringe the intellectual property of a third party. Sanger hereby excludes to the fullest extent permitted by law any liability arising (whether directly or indirectly) from any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by Recipient arising from a claim by a third party that the use of the Materials for the purposes of the Investigation or otherwise infringes the intellectual property of the third party.
- 3.3 Nothing in this Agreement shall operate to transfer to the Recipient any intellectual property rights of Sanger in the Materials.
- 3.4 All intellectual property rights (including, without limitation, design rights, copyrights, database rights, rights in confidential information and know-how and the right to apply for patents) and all results, data and discoveries arising out of the Investigation shall belong to the Recipient. Except as specifically provided in Clauses 3.6, Sanger shall have no right or licence in respect of such intellectual property rights, results, data and/or discoveries.
- 3.5 In this Agreement, "**Invention**" shall mean a patentable invention developed by the Recipient in the course of the Investigation that relates directly and principally to the Materials itself.
- 3.6 If the Recipient files any application for a patent in respect of an Invention, it shall at Sanger's request and expense, grant to Sanger a non-exclusive, worldwide, royalty-free licence to use for research purposes only any resultant patents solely in connection with the Materials (with the right to sub-license solely in connection with the distribution of the Materials to third parties by Sanger under a substantially similar agreement to this agreement).

3.7 Any publication of the results of the Investigation shall acknowledge Sanger as having made available the Materials.

4. Confidentiality

4.1 Recipient agrees to treat in confidence, for a period of five (5) years from the date of its disclosure, any of Sanger's written information relating to the Materials that is stamped "CONFIDENTIAL". The Recipient shall only use such information for the purposes of the Investigation and shall not disclose it to any person other than personnel of the Recipient engaged in carrying out the Investigation.

4.2 Clause 4.1 shall not apply to any information that:

4.2.1 is published by and/or is contained in any publication which Sanger has published or becomes public knowledge other than through breach of this Agreement; or

4.2.2 is independently developed by the Recipient or acquired from a third Party, to the extent that it is acquired with the right to disclose it; or

4.2.3 was lawfully in the possession of the Recipient prior to the date of this Agreement; or

4.2.4 is required to be disclosed by law or any court of competent jurisdiction, any tax or regulatory authority or any binding judgment, order or requirement of any other competent authority, provided that the Recipient shall inform Sanger where possible prior to any such disclosure.

5. General

5.1 Neither party shall be entitled to assign or otherwise transfer any of its rights or obligations under this Agreement to any person except with the prior written consent of the other.

5.2 All notices given under this Agreement must be in writing and delivered to the relevant contact person as shown on the front sheet of this Agreement.

5.3 The failure of either party to enforce or to exercise any right under this Agreement does not constitute a waiver of that right and shall not affect that party's right later to enforce or to exercise it.

5.4 The Recipient accepts that the Materials are supplied on an "as is" basis, are experimental in nature and that Sanger makes no warranty or representation, express or implied, as to the properties, capabilities or safety of the Materials. Save in the case of death or personal injury resulting from Sanger's negligence, Sanger hereby excludes to the fullest extent permitted by law all liability for any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by Recipient that may arise (whether directly or indirectly) in any way whatsoever from the supply of the Materials and their use by Recipient.

5.5 No variation of or amendment to this Agreement shall bind either party unless made in writing and signed by a duly authorised representative of each party.

5.6 Subject to clause 3.7, the Recipient shall not use Sanger's name in any publication,

public announcement or other public disclosure without the consent of Sanger.

6. Baylor Materials

- 6.1 Recipient acknowledges that Materials consisting of murine embryonic stem cell line AB2.2 and feeder cell line SNL76/7 (collectively "Cell Lines") provided by Sanger originate from Baylor College of Medicine, One Baylor Plaza, Houston Texas 77030 (Baylor). Baylor has granted Sanger permission to transfer these Cell Lines under this Agreement.
- 6.2 Recipient also acknowledges that terms of Section 3 and Paragraph 5.4 of this Agreement as they apply to Sanger, also apply to Baylor with respect to Recipient's use of the Cell Lines.