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.
# MATERIALS TRANSFER AGREEMENT

<table>
<thead>
<tr>
<th>Start Date</th>
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<tbody>
<tr>
<td>[please enter legal title of receiving organisation]</td>
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<table>
<thead>
<tr>
<th>Recipient</th>
<th>[official contact]: [please enter fax and email]</th>
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<tbody>
<tr>
<td>Name:</td>
<td></td>
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<tr>
<td>Address:</td>
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</table>

<table>
<thead>
<tr>
<th>Sanger</th>
<th>Name: Genome Research Limited, Wellcome Trust Sanger Institute, Hinxton, Cambridge, CB10 1SA, UK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
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<table>
<thead>
<tr>
<th>Materials</th>
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<tbody>
<tr>
<td>plasmid, pPB-LR5.1-EF1a-puro2A-Cas9</td>
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<table>
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<tr>
<th>[Describe specific area of research]</th>
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<tr>
<th>Recipient's Principal Investigator</th>
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<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Tel:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
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<table>
<thead>
<tr>
<th>Sanger's Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Sample Management</td>
</tr>
<tr>
<td>Address: Genome Research Limited, Wellcome Trust Sanger Institute, Hinxton, Cambridge, CB10 1SA.</td>
</tr>
<tr>
<td>Tel: +44 (0)1223 497740</td>
</tr>
<tr>
<td>Fax: +44 (0)1223 495353</td>
</tr>
<tr>
<td>Email: <a href="mailto:team178g@sanger.ac.uk">team178g@sanger.ac.uk</a></td>
</tr>
</tbody>
</table>

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:

Signature: Name: Title:

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

Signature: Name: Title:

---

This document is non-negotiable
August 2014
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 of and safety of the Materials.

2. **Use of the Materials and Modifications**

2.1 The Recipient shall ensure that:

2.1.1 the Materials are used only for the purposes of the Investigation not for Commercial purposes and not for administration to human subjects;

2.1.2 the Materials are handled, and stored in accordance with any reasonable protocols provided to the Recipient pursuant to Clause 1.2; and

2.1.3 the Materials are not made available to anyone other than personnel of the Recipient engaged in carrying out the Investigation.

2.1.4 Modifications are used for non-Commercial purposes and only by the Recipient; Recipient may release Modifications to non-profit organizations for non-Commercial use subject to organizations signing a material transfer agreement which is, in any relevant aspect, substantially equivalent to this Agreement.

2.1.5 In this Agreement:

"Modifications" means substances created by the Recipient which contain/incorporate the Material, e.g. but not limited to homologous recombination products, cassette exchange products, germ line transmission products, crosses, breeding varieties, cell fusions, subcloning products etc. "Commercial" means the sale, lease, licence, disposal or other transfer of Material or Modifications to a for-profit organisation and, any use by any organisation, including the Recipient to perform contract research on behalf of a for-profit organisation, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license of a product, or transfer of the Material or Modifications to a for-profit organisation.

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 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 The Recipient will notify Sanger upon filing a patent application on any Invention its employees make while using the Materials furnished to the Recipient under this Agreement. The Recipient will seriously consider Sanger’s request for a nonexclusive, partially exclusive, or exclusive royalty bearing license to make, use and/or sell products embodying the invention as claimed in the filed patent application, subject to the terms of 35 USC 207, 208, 209 and 15 USC 3710 and the implementing regulations.

3.7 Recipient agrees that in any publication of the results of the Investigation shall acknowledge Sanger as having made available the Materials.

3.8 The Recipient acknowledges that the Materials were generated by Sanger using a plasmid carrying hCas9 (“Original Material”) and that Sanger obtained the Original Material from Addgene, Inc. under the agreement in Schedule 1 (the “MTA”) and therefore the Recipient agrees to be bound by the terms of the MTA.

4. Confidentiality

4.1 The Recipient shall keep confidential any confidential information relating to the Materials that is disclosed to it by Sanger pursuant to this Agreement. 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 judgement, order or requirement of any other competent authority, provided that the Recipient shall inform Sanger where possible prior to any such disclosure.

This document is non-negotiable
August 2014
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 RECIPIENT ACCEPTS THAT THE MATERIALS AND RELATED CONFIDENTIAL INFORMATION ARE EXPERIMENTAL IN NATURE, MAY HAVE HAZARDOUS PROPERTIES AND ARE SUPPLIED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED BY SANGER AS TO FITNESS OF PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THE RECIPIENT AGREES THAT ANY AND ALL LIABILITY OF SANGER ASSOCIATED WITH THE TRANSFER OF THE MATERIALS AND CONFIDENTIAL INFORMATION IS EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, IT SHALL BE THE RESPONSIBILITY OF THE RECIPIENT TO SATISFY ITSELF AS TO ITS FREEDOM FROM THIRD PARTY CONFLICT TO OPERATE THE LICENCE TO USE MATERIAL GRANTED UNDER THIS AGREEMENT INCLUDING WITHOUT LIMIT WITH RESPECT TO ANY POTENTIAL CLAIMS OF THE UNIVERSITY OF NOTRE DAME DU LAC AND/OR TRANSPOSAGEN BIOPHARMACEUTICALS INC RELATING TO PIGGYBAC TECHNOLOGY, BY WAY OF EXAMPLE ONLY, RELATED TO US PATENTS 6,218,185, 6,551,825, 6,962,810 AND 7,105,343. THE RECIPIENT ASSUMES ALL AND ANY LIABILITY FOR CLAIMS (DEFINED BELOW) WHICH MAY ARISE FROM (A) ITS, OR ITS STAFF'S, USE, STORAGE OR DISPOSAL OF THE MATERIALS OR MODIFICATIONS OF THE SAME (IF ANY) AND USE OF THE RELATED CONFIDENTIAL INFORMATION OR (B) THE USE, STORAGE OR DISPOSAL OF THE MATERIALS OR MODIFICATIONS AND USE OF THE CONFIDENTIAL INFORMATION BY ITS STAFF.

5.6 Sanger understands that any Invention which is licensed to it pursuant to Clause 3 is licensed on an "as is" basis. The Recipient excludes all warranties, conditions or representations, express or implied, as to such Invention's safety, quality, suitability for any purpose or any other of its properties or capabilities.
5.7 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.

5.8 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.
h3. Material Transfer Request (Order 113648) – Implementing Letter

Version 3.0.PL

Addgene is a non-profit repository for biological materials. A request has been made by Kosuke Yusa at your Institution, Wellcome Trust Sanger Institute for biological materials from The President and Fellows of Harvard College that are stored at Addgene. As an authorized person for your Institution, you should review the details of the transfer of materials to your Institution.

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER (identified below) and RECIPIENT (identified below) and the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Material Transfer Agreements (listed below), for the purpose of this transfer.

The ORIGINAL MATERIAL being transferred has been deposited by the PROVIDER and is made available through Addgene to the RECIPIENT as a service to the scientific community.

1. PROVIDER: Organization providing the ORIGINAL MATERIAL

Organization: The President and Fellows of Harvard College

Address:
The President and Fellows of Harvard College
Office of Technology Licensing
Gordon Hall, Suite 414
25 Shattuck St.
Boston, MA 02115

2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL

Organization: Wellcome Trust Sanger Institute

Address:
Wellcome Trust Sanger Institute
Genome Campus
Hinxton, Cambridge.
CB10 1SA

3. ORIGINAL MATERIAL:

41815: hCas9
41816: hCas9_D10A
41818: gRNA_AAVS1-T2
41824: gRNA_Cloning Vector

ORIGINAL MATERIAL was requested on 30 Jan 2013

4. Transmittal Fee: The ORIGINAL MATERIAL is distributed by Addgene with a reasonable transmittal fee to reimburse Addgene for preparation, handling and distribution costs.

5. PROVIDER SCIENTIST:

Name: George Church

Address:
The President and Fellows of Harvard College
Office of Technology Licensing
Gordon Hall, Suite 414
25 Shattuck St.
Boston, MA 02115
6. RECIPIENT SCIENTIST:

Name: Kosuke Yusa (PI: Kosuke Yusa)

Address:

Sanger Institute
Genome Research Ltd
Genome Campus
Hinxton
Cambridge East Anglia CB10 1SA
GB

7. The PROVIDER and PROVIDER SCIENTIST have agreed to distribute the ORIGINAL MATERIAL through Addgene under the Material Transfer Agreements (identified below).

8. Material Transfer Agreements: the following agreements are between RECIPIENT and PROVIDER.

UBMTA: See enclosed exhibit

Using a separate form not part of this implementing letter, RECIPIENT SCIENTIST has acknowledged to having read and understood the Material Transfer Agreements identified above.

By executing this implementing letter, RECIPIENT agrees to the terms of the Material Transfer Agreements identified above.

9. Additional Terms

No Warranties: OTHER THAN AS CONTAINED HEREIN, ADDGENE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ORIGINAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Limitation of Liability: to the extent permitted by law, RECIPIENT assumes all liability for damages that may arise from RECIPIENT’s use, storage or disposal of the ORIGINAL MATERIAL. Addgene and its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the ORIGINAL MATERIAL by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Addgene. IN NO EVENT SHALL ADDGENE’S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY RECIPIENT TO ADDGENE FOR ORIGINAL MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

Indemnification: to the extent permitted by law, RECIPIENT shall indemnify and hold harmless Addgene, its agents and its successors and their respective directors, officers, members, employees, and agents, from and against any and all losses, claims, damages, expenses and liabilities arising at any time as a result of RECIPIENT’s use and disposal of the ORIGINAL MATERIAL. RECIPIENT’s breach of these Additional Terms, and RECIPIENT’s breach of the applicable Material Transfer Agreements, except when caused by the gross negligence or willful misconduct of Addgene.

Conflicts: in the event of a conflict between these Additional Terms and the applicable Material Transfer Agreements that govern RECIPIENT’s use of the ORIGINAL MATERIAL the applicable Material Transfer Agreements shall prevail.

By executing this implementing letter, RECIPIENT agrees to the Additional Terms as provided above.

10. RECIPIENT ORGANIZATION CERTIFICATION:

You, the person signing this form, certify that 1) you are the Authorized Representative whose name appears below, or you have been given authority by the Authorized Representative whose name appears below to complete this form, 2) the Authorized Representative has the authority to sign Material Transfer Agreements on behalf of RECIPIENT, 3) RECIPIENT is a non-profit research organization (qualified under a government or state non-profit statute), or a university or other institution of higher education, or a government agency conducting research, and 4) RECIPIENT agrees to the transfer of the ORIGINAL MATERIAL as described in this letter.

Electronic Signature

This document is non-negotiable
August 2014
Authorized Representative Name: David Davison
Authorized Representative E-mail: dnd@sanger.ac.uk
Authorized Representative Title: Director Corporate Services
Date: 2013-01-31 06:58:13.607369

UBMTA
Uniform Biological Material Transfer Agreement

I. Definitions:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

2. PROVIDER SCIENTIST: The name and address of this party will be specified in an implementing letter.

3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

4. RECIPIENT SCIENTIST: The name and address of this party will be specified in an implementing letter.

5. ORIGINAL MATERIAL: The description of the material being transferred will be specified in an implementing letter.

6. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include:
(a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

7. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

8. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

9. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

10. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

11. NONPROFIT ORGANIZATION: A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute. As used herein, the term also includes government agencies.

II. Terms and Conditions of this Agreement:

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

   a) is to be used solely for teaching and academic research purposes; b) will not be used in human subjects, in clinical
trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER; c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST’s laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.

4. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST’s direct supervision. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate implementing letter to this Agreement or other agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANIZATION) who wish to replicate the RECIPIENT SCIENTIST’s research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

5. a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.

b) Under a separate implementing letter to this Agreement (or an agreement at least as protective of the PROVIDER’s rights), the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION for research and teaching purposes only. c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT’s intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

6. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

7. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

8. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER 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.

10. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

11. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications.

12. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, though reagent catalogs or public depositories or (b) on completion of the RECIPIENT’s current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, or (d) on the date specified in an implementing letter, provided that:

This document is non-negotiable
August 2014
i) If termination should occur under 13(a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and ii) if termination should occur under 13(b) or (d) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS; and iii) In the event the PROVIDER terminates this Agreement under 13(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

14. Paragraphs 6, 9 and 10 shall survive termination.

15. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated in an implementing letter.