

Material Transfer Agreement
**ARIAD Material Transfer Agreement for Research Involving
 Dimerization-related Reagents at the University of California by HHMI Investigator**

This Material Transfer Agreement is between the Recipient identified below, acting on behalf of its employee (Requester and those working under Requester's direct supervision), and ARIAD Pharmaceuticals, Inc. of 26 Landsdowne Street, Cambridge, MA 02139 ("ARIAD"). Howard Hughes Medical Institute ("HHMI") and the Institution identified below are referred to herein collectively as "Recipient". The Requester is an HHMI employee and faculty member of the Institution. The Institution and HHMI have a separate agreement under which HHMI assigns to the Institution HHMI's rights in intellectual property resulting from research by HHMI's employees at the Institution. ARIAD has a proprietary interest in certain materials which it is pleased to provide for academic research purposes as a service to the scientific community. This Agreement sets forth the terms under which Materials described below are to be transferred to Recipient.

1. The requested materials consist of the materials identified in Attachment A, which is incorporated herein by reference, as well as additional dimerization-related reagents which might be provided in the future under a cover letter referencing this agreement.

The requested materials and all such additional dimerization-related materials provided by or on behalf of ARIAD pursuant to this Agreement, as well as progeny, portions of any of the foregoing and any substantially similar copies thereof (collectively, the "Materials"), whether or not incorporated within other materials, and all intellectual property rights pertaining thereto, are and shall remain the property of ARIAD.

2. Recipient is hereby granted a non-exclusive license to use the Materials solely for the experimental, non-commercial purpose described in Attachment A and to the extent such research permits Recipient to lawfully grant the rights set forth in Section 5 to ARIAD.

In the course of carrying out those experiments, it is anticipated that Requester will create various Derivatives of the Materials. Derivatives are defined as other materials (including, without limitation, compounds, compositions, DNA, vectors, cells and animals) which (a) incorporate one or more modified or unmodified component portions of one or more of the Materials or (b) are encoded by DNA constituting Materials or substances described in (a) above.

3. The Materials and Derivatives will be used only at Recipient's facilities and only by Requester or by those under Requester's direct supervision and only for the experimental purpose stated above. Requester and those under Requester's direct supervision will refrain from distributing or releasing the Materials or Derivatives to any third party without ARIAD's prior written permission. Requester will refer to ARIAD any request for the Materials, whether or not incorporated within other materials, from anyone other than those under Requester's direct supervision. ARIAD hereby grants its permission to Requester to transfer any of the Materials or Derivatives to academic researchers who, with an authorized official of their institutions, have first executed a mutually acceptable material transfer agreement with ARIAD containing provisions the same, or substantially the same, as those provided herein.

4. Recipient agrees that it will not make or permit any commercial use of the Materials or Materials contained in Derivatives without first obtaining a license for such use from ARIAD. It is understood that ARIAD shall have no obligation to grant such a license to Recipient, and that ARIAD may, for example, grant

exclusive or non exclusive commercial licenses to others, or sell or assign all or part of its rights in the Materials to any third party(ies).

5. While those experiments identified on Attachment A are of primarily academic interest, it is recognized that results, including intellectual property, of commercial value may be obtained. Accordingly, the parties agree as follows:

(a) Requester will promptly report to ARIAD the results of the research with the Materials or Derivatives, and ARIAD, although still subject to Articles 5b and 5c herein, shall have an unrestricted right to use such results as it wishes for research purposes only, whether by itself or together with any of its affiliates, collaborators, contract service providers or corporate partners with respect to the Materials who are bound to ARIAD by confidentiality terms no less restrictive than those hereunder. Requester will provide ARIAD with a copy of any planned disclosure of results obtained using the Materials or Derivatives at least four (4) weeks prior to any presentation or submission for publication, including abstracts, manuscripts or other forms of disclosure. Any invention or discovery made using any of the Materials or Derivatives and made during the performance of the Requester's research described in Attachment A ("Invention") will belong to HHMI and will be assigned to the Institution subject to a research use license granted to HHMI by the Institution. In the event that Institution files a patent application on any Invention, Institution agrees to provide ARIAD a copy of such application within thirty (30) days of filing. Information contained in any such research reports, planned disclosures, or patent applications provided to ARIAD hereunder shall be maintained in confidence by ARIAD for five (5) years from the date of receipt by ARIAD or until published, whichever is sooner.

(b) Subject to Recipient's obligations to the U.S. government (and/or any not-for-profit funding entities), Institution will grant to ARIAD a non-exclusive, worldwide, royalty-free, paid-up license, with the right to sublicense to any of ARIAD's affiliates, collaborators, contract service providers or corporate partners with respect to the Materials under Institution's interest in any patent or other intellectual property rights claiming any Invention that (a) is a composition of matter incorporating the Materials or Derivatives or is a use of the Materials or Derivatives and (b) the manufacture or use of which is dominated by patent claims owned or controlled by ARIAD. Such license shall however be subject to Recipient's other intellectual property arising independently of the use of any of the Materials, and no license to such other intellectual property is granted to

ARIAD hereunder. Such license will include standard indemnification terms for Recipient. The term, "affiliates" includes any entity, including without limitation a corporation, joint venture or partnership, which is owned or controlled in whole or part by ARIAD, which owns or controls ARIAD in whole or part or which is under common ownership or control with ARIAD.

(c) Any Invention shall be owned by Institution (following assignment by HHMI). Subject to Recipient's obligations to the U.S. government (and/or not-for-profit funding entities) and to ARIAD's agreement as specified below to reimburse Institution for the cost of preparing and filing a patent application which discloses and claims the Invention, Institution hereby grants ARIAD an exclusive option to negotiate for an exclusive commercial license to Institution's intellectual property rights in such patentable Invention, the terms of such license to be negotiated by both parties in good faith. The option shall be exercisable for a period of twelve (12) months after Institution notifies ARIAD that an Invention has been made and provides ARIAD with reasonably sufficient information to evaluate the scientific significance of the Invention... If ARIAD exercises the option within that period, then ARIAD and Institution shall have six (6) months after the exercise of the option within which to negotiate in good faith and execute a license. ARIAD shall fund patent procurement efforts and will be given the opportunity to participate in (with final authority vesting with Institution) patent prosecution and filing with respect to any Inventions during the option and negotiation period described in this Section 5(c); provided, however, that ARIAD's obligation to fund patent procurement for any Invention during this period shall cease upon written notice from ARIAD to Institution terminating discussions with respect to such Invention. The six (6) month negotiation period may be extended by mutual agreement of Institution and ARIAD. In the event that Institution and ARIAD fail to agree upon terms during that time, Institution may: (a) within the six (6) month period following expiration of the negotiation period, offer a license proposal to another party on financial terms no more favorable to the other party than those offered to ARIAD without first offering such license to ARIAD, and (b) after the six (6) month period following expiration of the negotiation period, offer a license proposal to another party without offering such license to ARIAD.

6. Recipient further agrees that:

(a) This agreement covers experimental, non-commercial uses other than use in conjunction with human embryonic stem cells obtained from WiCell Research Institute, Inc. or the University of Wisconsin (collectively, "WiCell") ("hES cells"). The use of the Materials or Derivatives with such hES cells is expressly excluded from the license granted in Section 2 above, and is prohibited except pursuant to the terms of an ARIAD/UC/HHMI hES Cell MTA.

(b) The Materials are experimental in nature and under no circumstances is any sample thereof to be used on humans or for human diagnostic purposes.

(c) No rights are granted by either party other than those explicitly provided herein. In particular, the rights granted by ARIAD hereunder specifically

exclude any right to (i) the commercialization or sale of any Materials or Materials contained in Derivatives (ii) use the Materials or Materials contained in Derivatives in the provision of any products or services to any third party; and (iii) use the Materials or Materials contained in Derivatives for applications involving human subjects or the preparation of substances intended for human use.

(d) Recipient shall hold ARIAD harmless for any damages which arise from Recipient's storage, handling, use or disposal of the Materials or Derivatives, subject to any relevant state or federal governmental laws or regulations.

(e) In view of the Materials' experimental nature, ARIAD provides no warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose or warranty against infringement.

(f) It is understood that ARIAD is under no obligation to provide additional supplies of the requested reagents, and that the provision of any additional supplies is at the sole discretion of ARIAD.

(g) All unused supplies of the Materials will be destroyed when the investigation for which they have been supplied discontinues or is terminated. The Recipient, at its discretion, will either destroy Derivatives or remain bound by the terms of this agreement as they apply to such. Any retained samples of Derivatives shall be labeled to identify ARIAD as the owner of constituent Materials to indicate that legal restrictions apply to their subsequent use or transfer.

(h) Recipient agrees to comply with all laws and regulations for the handling and use of the Materials.

(i) This agreement may only be modified subject to the mutual agreement of the parties.

(j) This Agreement may not be assigned or the rights sublicensed by Recipient without the prior written consent of ARIAD.

Signature Page for ARIAD/UC/HHMI MTA:

Read and understood by:

Requester (Individual):

Signature: _____ Date: _____

Name: _____

Title: _____

E-mail Address: _____

Please mail completed MTA and Attachment A to:

ARIAD Pharmaceuticals, Inc.
Attn: Reagent Requests
26 Landsdowne St.
Cambridge, MA 02139-4234

In addition, faxing a copy of the completed MTA to us at
617-494-0208 may expedite shipment.

Accepted and agreed to by :

**Institution (Technology Transfer, Licensing or other
authorized official of Institution):**

Signature: _____ Date: _____

Name: _____

Title: _____

Institution: The Regents of the University of California,
acting on behalf of its _____ campus

Address: _____

City: _____

State: _____

Zip: _____

Country: _____

E-mail Address: _____

Phone: _____

Fax: _____

Howard Hughes Medical Institute

By: _____ Date: _____

Name: Christopher T. Moulding

Title: Science Administrator - Intellectual Property

Address: 4000 Jones Bridge Rd., Chevy Chase, MD 20815

Attn: Office of the General Counsel

Fax: 301-215-8834

ARIAD Pharmaceuticals, Inc.

Date: _____

Laurie A. Allen
Senior Vice President
Chief Legal Officer