

University Investigators, Researchers, Students, and Collaborators

IMPORTANT NOTICE

concerning

Research Using WiCell Stem Cell Materials and Technologies

The University's license to use stem cell materials and patented technologies from WiCell places limits on the kinds of research projects that you may conduct, and requires you to provide WiCell with certain research results and notifications. You must read and understand the full systemwide UC-WiCell **Memorandum of Understanding** as well as the **Simple Letter Agreement for the Transfer of Materials to Recipient Scientists** before using the WiCell Materials.

The University of California has entered into a systemwide Memorandum of Understanding (MOU) with the WiCell Research Institute to license the use, for research and teaching purposes only, of stem cell materials and patented technologies originally developed at the University of Wisconsin-Madison. The intellectual property and other terms of the MOU are more desirable to researchers and UC than are otherwise available directly from WiCell. However, there are still limitations on the kinds of research projects that may be conducted using the WiCell materials and technologies, some of which reflect current federal policy regarding funding for human embryonic stem cell research. In addition, the MOU obliges researchers to provide WiCell with certain research results and annual notifications.

BRIEF SUMMARY OF TERMS

The following summary is intended to highlight certain terms of the systemwide UC-WiCell Memorandum of Understanding that may limit your ability to conduct certain types of research activities that utilize stem cells covered under the MOU.

Obligation to Sign Agreement: Before receiving stem cell materials provided by WiCell, you are required to read the entire UC-WiCell MOU. You must also read and sign the Simple Letter Agreement for the Transfer of Materials to Recipient Scientists

(SLA) indicating your acceptance of its provisions. The SLA requires that you provide the name of the research project for which the WiCell materials are requested.

Transmittal Fee: To receive materials for your research project, the campus is required to pay WiCell a \$5,000 transmittal fee at the time the signed SLA is sent to them.

Rights Provided: The MOU and the SLA allow you to use WiCell materials and patented technologies for non-commercial research and teaching purposes, but with certain significant restrictions. Use is prohibited in research programs that involve mixing the materials with an intact embryo, implanting the materials in a uterus, or attempting to make whole embryos. Moreover, you may not use the materials for diagnostic or therapeutic purposes.

Use With Federally-Approved Lines Only: Your research using the WiCell materials or patented technologies may involve other cell lines developed by UC or third parties only if they are among those cell lines approved for federal funding as of August 9, 2001. This restriction is consistent with current NIH policy regarding support for research that uses human embryos to derive new cell lines. Your use of the WiCell materials and patented technologies with any cell lines that do not meet the August 9, 2001 requirements for federal funding is not permitted under the terms of the MOU and the SLA. While two cell lines developed by UCSF are currently approved for use with federal research funds, other lines developed by UC and third parties since the execution of the MOU in 2002, as well as those that may be derived in the future, are not approved for use under the WiCell MOU.

Research Involving Third-Party Materials: You may conduct research using WiCell patented technologies with stem cell materials developed and provided by third parties, but with several restrictions. The materials must meet the August 9, 2001 criteria for federal funding; the research must be for teaching or non-commercial purposes only; and the third party supplying the materials must agree to receive no rights to the research results.

Limitations on Sponsorship: You may not use the WiCell materials or technologies in research projects sponsored by a for-profit entity, or for which a for-profit entity provides research materials, unless the project sponsor has a separate agreement with WiCell, or else agrees to receive no rights to the research results.

Treatment of Materials: You may not transfer the WiCell materials to other researchers within the University or to any third parties without first obtaining WiCell's written consent. You must destroy or return to WiCell any materials supplied by them if there is a breach in any of the terms of the SLA.

Annual Certification: Each year, you are required to submit to WiCell a signed form certifying that you are not engaged, and have not been engaged, in any commercial research that uses the WiCell materials, or any third party materials requiring a license to WiCell's patented technologies. Failure to submit this form annually is a breach of the SLA, and could result in its termination. Care must be exercised in submitting this form, as your certification that you "have not been engaged" in such research may apply to your participation in projects started before the execution of the SLA. If you have ever engaged in what WiCell would consider commercial research using these Materials, the Annual Certification cannot be signed as is.

Intellectual Property Obligations: In brief, if your research with WiCell materials or patented technologies results in the discovery of new materials, reasonable quantities of such new materials must be provided upon request to WiCell or the University of Wisconsin, after the materials have been reasonably characterized or published. Similarly, if you make any patentable discovery research using the Wisconsin patent rights, the University must grant research license to WiCell and the University of Wisconsin.

May 10, 2005