

THE UNIFORM BIOLOGICAL MATERIAL TRANSFER AGREEMENT**(dated March 8, 1995)****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

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(S)**) 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(S)** 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,

example, through 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:

- (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 sources; 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.