

## MATERIAL TRANSFER AGREEMENT

**THIS MATERIAL TRANSFER AGREEMENT** (the “**MTA**”), effective as of the last date of signature below (the “**Effective Date**”), by and between The Regents of the University of California through the Lawrence Berkeley National Laboratory (“**Berkeley Lab**”) which manages the Joint Genome Institute for the U.S. Department of Energy as a consortium with Berkeley Lab, Lawrence Livermore National Laboratory and HudsonAlpha Institute for Biotechnology (“**JGI**”), having a place of business at One Cyclotron Road, Berkeley, California 94720 and the company listed below (“**Recipient**”):

Recipient company name: \_\_\_\_\_

Name of responsible Recipient employee: \_\_\_\_\_

Title or position: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_ E-mail: \_\_\_\_\_

“**Material**” means the material generated in accordance with JGI Proposal No. CSP- ( “**Proposal**”), approved by Recipient under Appendix No. A- to Recipient’s User Agreement (defined herein) No. , including progeny and unmodified derivatives, transferred by the JGI under this MTA to Recipient, and further described in the Material Transfer Record (defined herein).

“**Recipient Scientist**” means the name and signature of the person specified on the Signature Page of this MTA.

“**Material Transfer Record**” means Exhibit A-1 and any subsequent exhibits (i.e., A-2, A-3, A-4, etc.), each describing Material shipped under the Proposal, and each attached to and incorporated by reference into this MTA.

“**User Agreement**” means Non-Proprietary User Agreement No. .

“**Purpose of Transfer**” means the use of the Material in connection with the Proposal approved under Appendix to User Agreement entitled “ ”. The Proposal is hereby incorporated by reference.

“**Term**” means for as long as the Recipient is using or in possession of the Material.

With regard to Material, Recipient hereby agrees:

(1) to use Material (a) only to the extent required to accomplish the Purpose, (b) solely for non-commercial internal research purposes and not for diagnostic uses; (c) only for civil end-uses and by civil end-users; and the Material shall not be used in activities related to the development or the production of chemical or biological weapons;

(2) not to transfer Material to others (except to its employees with a need to know and who are bound by the terms of this MTA);

(3) to safeguard Material against disclosure and transmission to others with the same degree of care as it exercises with its own materials of a similar nature;

(4) to inform JGI within sixty (60) days of research results related to the Material;

(5) to disclose to JGI within thirty (30) days any invention that results from research involving the Material that may be commercially useful;

(6) to comply with all applicable statutes and regulations pertaining to the Material or their handling, storage, use, or transportation;

(7) that it shall not transfer, export, re-export or otherwise dispose of the Material to any third party without the prior written approval of Berkeley Lab.

(8) The JGI retains ownership of the Material.

*(9) The Material is experimental in nature, and is provided by JGI and Berkeley Lab "as is" without warranty of any kind, express or implied. JGI and Berkeley Lab make no representation that the use of the Material will not infringe any patent or other proprietary right. Recipient hereby agrees to defend, indemnify and hold harmless JGI, Berkeley Lab and the U.S. Government and its agencies from any claims or liabilities which might arise as a result of Recipient's use, storage, or disposal of the Material;*

(10) that the furnishing of Material to Recipient constitutes neither any transfer of ownership nor any grant or license to Recipient under any patent or other proprietary rights now or in the future held by JGI or Berkeley Lab.

(11) In any publication resulting from research conducted under this MTA to acknowledge the scientist at JGI who provided the Material.

(12) This MTA shall be interpreted and enforced under the laws of California, without giving effect to any choice of law rules that would result in the application of laws of any jurisdiction other than California. Each party shall abide by the applicable U.S. export control and sanction regulations.

(13) This MTA and the User Agreement, including its applicable Appendix, embody the entire and final understanding of the parties on this subject. Together they

supersede any previous representations, agreements, or understandings, whether oral or written. In case of conflict between this MTA and the User Agreement, regarding transfer of Material this MTA will control. For all other conflicting terms, the User Agreement will control. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by an authorized representative on behalf of each party.

\*\*\*Signature Page Follows\*\*\*

SAMPLE

RECIPIENT

By: \_\_\_\_\_  
(Authorized Representative)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE LAWRENCE BERKELEY NATIONAL LABORATORY  
WHICH MANAGES THE JOINT GENOME INSTITUTE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

READ AND UNDERSTOOD  
RECIPIENT SCIENTIST/PRINCIPAL INVESTIGATOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SAMPLE

**ACKNOWLEDGEMENT OF RECIPIENT SCIENTIST/PRINCIPAL INVESTIGATOR**

I have read and understand the Material Transfer Agreement between \_\_\_\_\_ and The Regents Of The University Of California, which manages The Joint Genome Institute, having an Effective Date of \_\_\_\_\_. I AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND CERTIFY THE FOLLOWING:

I will comply with all applicable federal, state, or local laws and regulations pertaining to the Material or its handling, storage, use, or transportation.

I will not transfer, export, re-export or otherwise dispose of the Material if doing so would constitute a violation of applicable export control laws

The Material will be used for research purposes only and will not be used for diagnostic use, or for clinical trial purposes.

The Material will not be used in activities related to the development or the production of chemical or biological weapons, and the Material will only be used for civil end-users.

In particular, I certify that the requested Material (1) is not associated with the pathogenicity of a regulated agent; and/or (2) in itself or through its transcribed or translated products, the gene(s) does not represent a significant hazard to human, animal or plant health; and/or (3) the gene(s) is (are) not known to enhance the ability of an agent or any other organism into which they may be inserted or otherwise integrated, to cause serious harm to human, animal or plant health or the environment.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A-1**  
**(Material Transfer Record)**

SAMPLE