

**MASTER BIOLOGICAL MATERIAL
DEPOSITORY AND DISTRIBUTION AGREEMENT**

This master biological material deposit and distribution agreement (“Agreement”), effective _____ (“Effective Date”), is made by and between _____, a non-profit corporation organized under the laws of _____, having its principal place of business at _____ (“Institute”), and Addgene, Inc., a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts, having its principal place of business at 75 Sidney Street, Suite 550A Cambridge, Massachusetts 02139, USA (“Addgene”). Hereafter collectively referred to as the “Parties” or individually as the “Party.”

WHEREAS, scientists, professors, and other personnel affiliated with research, academic institutions and other non-profit organizations, from time to time, facilitate scientific research by sharing biological materials with one another for scientific verification and other research purposes;

WHEREAS, Addgene is a non-profit entity whose mission statement includes facilitating biological research by receiving, storing, replicating, and distributing biological materials in a systematic, documented, and timely fashion to the research community; and

WHEREAS, Institute is willing to deposit biological materials, and Addgene wishes to accept and distribute them, for the purpose of facilitating biological research.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 1. DEPOSITS AND APPROVALS

1.01 Deposits. Scientists, professors, and other personnel affiliated with Institute may submit biological materials (“Deposited Material”) to Addgene, from time to time, provided that Addgene notify Institute of each submission.

1.02 Institute Accounts and Authorization. Addgene shall create and make available an Institute account on Addgene’s website (<http://www.addgene.org>). The account will allow Institute to view Deposited Material and to authorize Addgene’s distribution of none, some, or all Deposited Material subject to the terms below in Section 2.01.

1.03 Right to Withdraw. Notwithstanding the terms of this Agreement, Institute retains all rights in the materials not expressly granted under this Agreement. Upon written notice from Institute, Addgene shall promptly remove the materials from Addgene's distribution catalog.

SECTION 2. DISTRIBUTION

2.01 License Grant. Institute hereby grants to Addgene a non-exclusive, worldwide license to store, cultivate, amplify, replicate, test, sequence and distribute Deposited Material that have been authorized by Institute for distribution, as set forth in Section 1.02 above, subject to the terms and conditions of, and solely for the purposes contemplated in this Agreement.

2.02 Addgene Distribution. Institute hereby agrees and consents to the distribution of Deposited Material by Addgene to any academic institution or non-profit research organization for non-commercial research and academic purposes as defined in the Uniform Biological Material Transfer Agreement ("UBMTA") (attached as Exhibit A). For each distribution, Deposited Material being distributed will be listed as "Original Material" being provided by Institute, listed as "Provider", and the Institute's principal investigator, listed as "Provider Scientist", to the requesting scientist and organization, listed as "Recipient Scientist" and "Recipient", respectively. Addgene may impose additional terms or agreements upon the Original Material.

2.03 Conditions Precedent to Addgene Distribution. Addgene's distribution of Original Material, for each distribution, is conditioned upon the following: (a) Institute/Provider agrees to be bound by the terms of the UBMTA and any additional terms or agreements included with the Original Material; (b) Recipient Scientist acknowledges the terms of the UBMTA and any additional terms or agreements included with the Original Material; (c) Recipient agrees to be bound by the UBMTA and any additional terms or agreements included with the Original Material; and (d) both Recipient Scientist and Recipient acknowledge to Addgene that the Original Material will be used solely for non-commercial research or academic purposes as defined by the UBMTA.

2.04 Addgene Right of Authority. For each distribution, Institute hereby grants Addgene the necessary rights to enter and bind Institute to the terms of the UBMTA and any additional terms or agreements ("Ancillary Agreements") provided and agreed to by the Institute as between Institute/Provider and Recipient, provided that Institute has approved the Deposited Material for distribution as set forth in Section 1.02 above.

2.05 Prohibited Use. Addgene shall not be permitted to transfer or provide any of the Deposited Material to any for-profit company, organization, or institution, or to any employee or agent thereof (“For-Profit-Entity”). For clarity, Addgene may transfer Deposited Material to Addgene couriers, agents, distributors or other third-party intermediaries for the purposes contemplated in Section 2.02 above, provided that Deposited Material is subsequently transferred to the named Recipient and Recipient Scientist. If Addgene receives a request from a For-Profit-Entity, Addgene shall direct such request to Institute. In connection with meeting its obligations hereunder, unless Addgene has actual or reasonable knowledge to the contrary, Addgene is entitled to rely on the representations of the requesting entity or individual in determining whether such entity or individual is a For-Profit-Entity. Notwithstanding the above, Addgene is not required to conduct any investigation or engage in any due diligence with respect to such requesting entity.

2.06 Right to Withhold Distribution. Addgene reserves the right, in its sole discretion, to withhold distribution of Deposited Material to Recipient, Recipient Scientist, or any other third party, for any reason.

SECTION 3. LIABILITY

3.01 Limitation of Liability. Addgene shall not be liable for any act or omission hereunder, including without limitation, any acts or omissions in connection with any loss, damage, or alteration to any Deposited Material delivered to Addgene, even if Addgene is advised of the valuable nature of the Deposited Material. To the extent permitted by law, Addgene shall not be liable (as between Institute and Addgene only) for any loss, damage, alteration, cost or expense arising under or relating to Addgene’s receipt, storage, replication or distribution of Deposited Material, unless caused by Addgene’s willful misconduct or gross negligence. Addgene shall not be liable for any third party claim of damage, injury, death or consequence related to Deposited Material, unless a court of competent jurisdiction has determined that such claim, damage, injury, death or consequence is a result of Addgene’s willful misconduct or gross negligence.

3.02 Institute Responsibilities. To the extent permitted by law, and except when caused by the willful misconduct or gross negligence of Addgene, Institute agrees to be solely and exclusively responsible (as between Addgene and Institute only) for any loss, damage, cost or expense arising under or relating to Institute’s storage, creation, replication, use or distribution of Deposited Material; and any third party claim of damage, injury, death or consequence related to Deposited Material as a result of the Institute’s willful misconduct or gross negligence as determined by a court of competent jurisdiction.

SECTION 4. ACKNOWLEDGEMENTS AND WARRANTIES

4.01 Authorized Grant. Institute avers that nothing has come to its attention that may impair its right to deposit Deposited Material to Addgene for the purposes contemplated in Section 2 above.

4.02 Institute Acknowledgement of Addgene. Institute acknowledges that Addgene operates as a non-profit entity and as a convenience to Institute.

4.03 Fee Assessment. Institute acknowledges that Recipient may be assessed a distribution fee in connection with the storage, replication and other costs relating to the distribution of Deposited Material; and that Addgene will not charge an additional fee for Deposited Material unless Addgene has obtained the written consent of Institute.

4.04 Experimental Materials. The Parties agree that any Deposited Material deposited and distributed pursuant to this Agreement is/are understood to be experimental in nature and may have hazardous properties. Institute agrees that it shall not deposit any material with Addgene requiring BL3 or BL4 safety regulations, and acknowledges that Addgene is relying on Institute's representation to this effect.

4.05 Disclaimer of Warranties. NEITHER PARTY MAKES ANY REPRESENTATIONS NOR EXTENDS ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, VALIDITY, ENFORCEABILITY AND SCOPE OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, WHETHER ISUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

IN NO EVENT SHALL ADDGENE, ITS AGENTS, AND ITS SUCCESORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING.

SECTION 5. TERMINATION

5.01 Termination. This Agreement shall remain in effect unless terminated by either Party upon ninety (90) days’ prior written notice to the other Party. In the event that Addgene is threatened with or becomes subject to any lawsuit with respect to Deposited Material, Addgene shall have the right to immediately cease distribution of the applicable Deposited Material.

5.02 Effects of Termination. At the time of termination, Addgene shall (a) return all Deposited Material to Institute or certify as to its proper disposal and (b) provide all records, in electronic form, of Deposited Material transferred under this Agreement. The following shall survive termination: Sections 2.05, 3, 4, 5.02, 6, 7.01, and 7.04; and Institute’s and Recipient’s respective obligations as provided for in the UBMTA.

SECTION 6. NOTICES

6.01 Notices. Any notice given hereunder shall be in writing and shall be deemed effective upon the earlier of personal delivery, receipt of electronic mail, receipt from an internationally recognized overnight courier, with all fees prepaid, or the third day after mailing by certified or registered mail, postage prepaid, to the addresses set forth below or to such other address as a Party may have furnished in writing to the other Party in the manner provided above.

6.02 Party Contacts.

INSTITUTE

Name:

Department:

Address:

Email:

ADDGENE

Name:

Department:

Address:

Email:

Anthony Cova

Tech. Transfer

75 Sidney Street
Suite 550A
Cambridge, MA 02139
USA

acova@addgene.org

SECTION 7. MISCELLANEOUS

7.01 Use of Name. Neither Party shall use the name of the other Party or of any staff member, officer, employee or student of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written

consent of the Party or individual whose name is to be used. Notwithstanding the above, both Addgene and Institute shall have the right to make factual statements identifying the Provider Scientist and Institute as the depositors of Deposited Material in Addgene's catalogs, website and other materials that list or identify materials available from Addgene.

7.02 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

7.03 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by a method described above is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

7.04 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby, to be included in this Agreement, are hereby incorporated herein by reference.

7.05 Entire Agreement. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated herein.

7.06 No Oral Amendments or Waivers. The Parties may not amend, modify or waive this Agreement or any of its provisions except pursuant to a written instrument executed by both Parties. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

7.07 No Assignment. No Party may assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. Any purported assignment of rights is void.

7.08 Severability. If any provision of this Agreement or its application to any party or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application of that provision to the other Party or to other circumstances is not affected and is to be enforced to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, Institute and Addgene, intending to be legally bound, have caused this Agreement to be executed by their respective duly authorized representatives.

INSTITUTE:

By: _____

Name: _____

Title: _____

Date: _____

ADDGENE, INC.:

By: _____

Name: Joanne Kamens, Ph.D.

Title: Executive Director

Date: _____