

Industry Material Transfer Agreement (“IMTA”) For The Receipt Of Materials Through Addgene

1. Definitions

- a. “Company” means the organization that is receiving the Original Material, and is a for-profit business entity, which may be a corporation, a partnership, association, limited liability company, or individual proprietorship. Any organization that does not satisfy the definition of a Nonprofit Organization shall be deemed a for-profit business entity. The name and address will be specified in an implementing letter.
- b. “Commercial Purposes” shall mean Company’s use, sale, lease, license, or transfer of the Material or Modifications to a for-profit organization, which may include research and manufacturing activities that are performed for the intention of product development and commercial sale. Commercial Purposes shall also include uses of the Material or Modifications by any organization, including Company, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material or Modifications to a for-profit organization.
- c. “Material(s)” includes Original Material, Progeny and Unmodified Derivatives. Material does not include Modifications or other new substances created by the Recipient Scientist through the use of the Material, which are not Modifications, Progeny or Unmodified Derivatives.
- d. “Modification(s)” means new substances created by Company that contain or incorporate the Original Material, which are not Progeny or Unmodified Derivatives.
- e. “Nonprofit Organization(s)” shall mean a university or other institution of higher education, or a scientific or educational organization described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a governmental nonprofit organization statute, including government agencies.
- f. “Original Material” means the material to be transferred to Company and is specified in an implementing letter.
- g. “Progeny” means unmodified descendants from the Original Material, such as virus from virus, cell from cell, or organism from organism.
- h. “Provider” means the organization providing the Original Material. The name and address will be specified in an implementing letter.
- i. “Provider Scientist” means the scientist of the Institution who will be providing the Material. The name and address will be specified in an implementing letter.
- j. “Recipient Scientist” means the scientist of the Company who will be receiving the Material. The name and address will be specified in an implementing letter.
- k. “Unmodified Derivatives” means substances created by Recipient Scientist which may constitute an unmodified functional subunit or product expressed by the Original Material. Some examples may 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.

2. Terms and Conditions of Use:

2.1 Use of Materials

2.1.1 Provider retains ownership of the Material, including any Material contained or incorporated in the Modifications. Company retains ownership of the (i) Modifications except that the Provider retains ownership rights to the Material included therein; and (ii) Substances created through the use of the Material or Modifications, which are not Progeny or Unmodified derivatives.

2.1.2 Company agrees that the Material and Modifications:

i. will be used solely for internal research; and ii. will only be used at the Company and only in the Recipient Scientist's lab under the supervision of the Recipient Scientist; and iii. will not be used in human subjects, clinical trials, or for diagnostic involving human subjects without Provider's written consent; and iv. will not be transferred or assigned to a third party.

2.2 Notwithstanding the foregoing, Company may distribute substances created by the Recipient Scientist through the use of the Original Material only if those substances are not Progeny, Unmodified Derivatives or Modifications.

2.2.1 Company may distribute the Modifications to Nonprofit Organizations solely for research purposes upon prior written consent from the Provider and under a separate implementing letter. Company can provide the Modifications without a fee or subject only to a reasonable fee for shipping and handling cost.

2.3 If Company desires to use the Material or Modifications for Commercial Purposes, Company shall be required, in advance of such use, to enter into a commercial license with Provider.

2.4 Company is free to file patent application(s) claiming inventions made solely by Company through the use of the Material but agrees to notify Provider upon filing a patent application claiming Modifications or method(s) of manufacture or use(s) of the Material.

2.5 Company is free to publish the results of the Modifications, provided it agrees to acknowledge the source of the Original Material in any scientific publication, oral or written communications.

2.6 Company agrees to comply with all applicable Canadian, U.S. or international government statutes, health regulations and laws relating to research involving the use of animals or recombinant DNA.

2.7 Warranties and Representations

Any Material(s) delivered pursuant to this Agreement is experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, QUALITY OF SERVICE, OR THAT THE PROVIDER MATERIAL, OR ANY USE THEREOF, WILL NOT INFRINGE OR VIOLATE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

2.8 Indemnification

Company assumes all liability for damages, which may arise from its use, modification, storage or disposal of the Material. Company shall indemnify and hold harmless Provider, its agents and its successors and their respective directors, officers, members, attorneys, employees, and agents, from and against any and all losses, claims, damages, expenses, and liabilities (including reasonable attorneys' fees) arising at any time as a result of the Company's use, modification, storage and disposal of the Material, except when caused by the gross negligence or willful misconduct of the Provider.

2.9 Use of Name

Provider and Company agree that each party will not use the name, trademark, service mark, logo or other identifying characteristic of the other party or any of its affiliates, or any of its or their respective

directors, trustees, officers, appointees, employees, staff, representatives or agents, in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the other party.

3.0. Termination

This Agreement will terminate on the earliest of the following dates:

- i. on thirty (30) days written notice by either party to the other; ii.
- upon completion of the research with the Material

Upon termination, Company agrees to discontinue the use of the Material and, upon direction of the Provider, either return any remaining Material to the Provider or destroy it. Company, at its discretion, will also either destroy the Modifications or remain bound by the terms of this Agreement as they apply to Modifications.

3.1. Miscellaneous

3.1.1 The provisions of Paragraphs 2.3, 2.4, 2.5, 2.7 and 2.8 of this Agreement shall survive expiration or termination.

3.1.2 Provider or its third-party designated agent may charge a fee for its preparation and distribution costs.