

# MASTER RECEPTION AGREEMENT

For the Receipt of Material from Addgene

This Master Reception Agreement (“MRA”), effective MONTH DAY, 2023 (“**Effective Date**”), is made by and between Addgene, Inc., a Massachusetts nonprofit corporation located at 490 Arsenal Way, Suite 100, Watertown, Massachusetts 02472, USA (“**Addgene**”), and INSTITUTION having its principle place of business at ADDRESS (“**Institution**”); hereafter collectively referred to as the “Parties” or individually as a “Party.”

## RECITALS

WHEREAS, Addgene operates a materials repository for, and on behalf of, the international research community, and such operation includes, but is not limited to, the facilitation of sharing materials between scientists and their respective organizations; and

WHEREAS, Institution’s scientists have requested and will continue to request materials from Addgene; and

WHEREAS, the Parties desire to streamline the administrative aspects relating to the transfer of materials to Institution.

NOW, THEREFORE, the Parties hereby agree to the terms and conditions set forth below.

## SECTION 1. DISTRIBUTION AND RECEIPT OF MATERIAL

- 1.01 During the term of this MRA, the Institution shall have the right, but not the obligation, to obtain materials (“**Original Material**”) from Addgene that have been created and deposited into Addgene’s repository by third party organizations (“**Provider(s)**”).
- 1.02 Orders for Original Material may be submitted from time to time by Institution’s researchers (“**Recipient Scientist(s)**”) in accordance with, and subject to, Addgene’s requirements for purchase as set forth on Addgene’s website, including without limitation its payment terms (“**Payment Terms**”), as a condition to the transfer and receipt of Original Material.
- 1.03 Institution hereby understands and agrees that Addgene’s distribution of Original Material to Institution is conditioned upon the satisfaction of the following:
  - a. Addgene notifies Institution by electronic mail or by posting notice within Institution’s Addgene-provided “Tech Transfer Account” of each order for Original Material made by a Recipient Scientist; and
  - b. Recipient Scientist agrees to the Payment Terms and acknowledges the Original Material’s applicable terms of use (if any) (e.g., the UBMTA (defined below), the OpenMTA (defined below), ancillary agreements (described below), etc.); and
  - c. Recipient Scientist or Institution has satisfied the applicable fees, if any, in connection with the storage, maintenance and distribution costs of the requested Original Material(s), disclosed prior to purchase; and
  - d. Institution has agreed to the Original Material’s applicable terms of distribution and use, if any.

- 1.04 Institution hereby understands and acknowledges that material transfer agreements such as the Uniform Biological Material Transfer Agreement (“**UBMTA**”) and the Open Material Transfer Agreement (“**OpenMTA**”) are entered into by, and are between, Institution and the applicable Provider Organizations. In the event of an inconsistency between the terms of this MRA and those of a material transfer agreement or ancillary agreement, the terms of those agreements shall take precedence. For clarity, Addgene is not a party to these agreements or terms of use and is therefore not authorized to amend the terms or scope of said agreements and terms.
- 1.05 In facilitation of the Parties’ desire to streamline the administrative aspects of Recipient Scientists’ requests for Original Material, Institution may, from time to time, elect to pre-approve certain agreements and terms of use by updating its “Auto-Approval” preferences in its Tech Transfer Account or by emailing Addgene directly.
- 1.06 Notwithstanding the preceding, Institution hereby authorizes (by checking or ticking the boxes below) Addgene to set the following auto-approval preferences on its behalf:

Material Transfer Agreements

- ☐ UBMTA (**EXHIBIT A**)  
☐ OpenMTA (**EXHIBIT B**)

Ancillary Agreements (**EXHIBIT C**)

- ☐ Ancillary Agreement for Penn AAV Trans Plasmids  
☐ Ancillary Agreement for Penn Vectors  
☐ Ancillary Agreement for Plasmids Containing FP Materials  
☐ Collecta Lentiviral Pooled Plasmids and Packaged shRNA Libraries Ancillary Agreement  
☐ Duke Limited Ancillary Agreement for dCas9  
☐ Michigan-IRE1  
☐ Nolan plasmid Ancillary Agreement  
☐ Sanford-Burnham Medical Research Institute Ancillary Agreement  
☐ Sangamo Zinc-Finger Agreement  
☐ Synthetic Protein

Institution understands and agrees that the above list is subject to addition or removal of agreements and terms and that Institution retains, at all time, the ability to log into its Tech Transfer Account and remove or add auto-approval preferences. Institution further understands that the terms defined in Exhibit C are subject to change at the request of the applicable third party entity. In the event of such a change, Addgene shall not distribute applicable Original Material until Institution has reviewed and approved the changed terms. Institution may change its auto-approval preferences at any time by logging into its Tech Transfer Account.

- 1.07 The Institution agrees that the execution, acknowledgments and election of agreements and terms of use contemplated herein may be completed in electronic form (by sound, symbol or process) by a person or persons as provided in, or logically associated with, such agreements and acknowledgments on Addgene’s website. The Institution’s execution, acknowledgment or election of the agreement or terms of use, as the case may be, shall be deemed an intention to sign such agreements with a binding electronic signature, unless stated otherwise herein. All such electronic signatures shall be governed by the Federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et. seq. (the E-SIGN Act).

## **SECTION 2. WARRANTIES AND LIABILITY**

2.01 The Parties hereby understand and agree that Original Material is experimental in nature and may have hazardous properties.

2.02 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ADDGENE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES 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 ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

IN NO EVENT SHALL ADDGENE, ITS AGENTS, AND ITS SUCCESSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO 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.

2.03 Except to the extent prohibited by law, Institution assumes all liability for damages arising from Institution's use, storage or disposal of Original Material. Addgene and its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to Institution for any loss, claim or demand made by the Institution, or made against Institution by any other party, due to or arising from the use of Original Material by Institution, unless caused by the gross negligence or willful misconduct of Addgene. IN NO EVENT SHALL ADDGENE'S CUMULATIVE LIABILITY, AS BETWEEN ADDGENE AND INSTITUTION, EXCEED THE FEES PAID BY INSTITUTION TO ADDGENE FOR ORIGINAL MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

2.04 To the extent permitted by law, Institution shall indemnify and hold harmless Addgene, its successors and their respective officers, directors, employees, members, and agents from and against any loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of: (1) Institution's receipt, storage, creation, replication or use of Original Material; and (2) Institution's breach of any material term of this MRA.

## **SECTION 3. TERM AND TERMINATION, NOTICES**

3.01 This MRA shall have an initial term of one (1) year and shall automatically renew thereafter for successive terms of one (1) year (the "**Term**") unless this MRA is terminated upon either Party's provision of ninety (90) days' written notice to the other Party.

3.02 Promptly following termination by Institution, Addgene shall provide all records, in electronic form, of transfers of Original Material transfers under this MRA to Institution.

3.03 Notwithstanding the termination of this MRA, Institution hereby understands and acknowledges that its rights and obligations under any material transfer agreement or ancillary agreement shall survive termination of this MRA as noted in Section 1.04 above.

- 3.04 Any notice given hereunder shall be in writing and shall be deemed effective upon the earlier of personal delivery, electronic mail, or the third day after mailing by certified or registered mail, postage prepaid and shall be directed to the attention and address as follows:

**INSTITUTION**

Name:  
Department:  
Address:

Email:

**ADDGENE**

Name: Director  
Department: Licensing / Tech. Transfer  
Address: 490 Arsenal Way, Suite 100  
Watertown, MA 02472  
USA  
Email: techtransfer@addgene.org

**SECTION 4. MISCELLANEOUS**

- 4.01 The Parties shall comply, in all material respects, with all applicable provisions of federal, state and local laws and regulations applicable to its present business. Such laws include, but are not limited to, applicable federal and state laboratory safety and health regulations, export controls and embargoes, and laws governing recombinant DNA.
- 4.02 This MRA may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement.
- 4.03 No Party may, without the prior express written consent of the other Party, assign this MRA in whole or in part. This MRA shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto.
- 4.04 This MRA constitutes the entire agreement between the Parties regarding the distribution of Original Material to Institution, superseding all other representations, understandings or agreements, whether oral or written, with regards to the terms and obligations relating to this MRA.
- 4.05 If any provision of this MRA or its application to any Party or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this MRA and the application of that provision to the other Party or to other circumstance(s) is not affected and is to be enforced to the fullest extent permitted by applicable law.

\*\*\*\* The rest of this page is intentionally left blank. Signature page follows. \*\*\*\*

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

**INSTITUTION:**

Sign: \_\_\_\_\_

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

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

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

**ADDGENE:**

Sign: \_\_\_\_\_

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

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

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

**EXHIBIT A**  
UNIFORM BIOLOGICAL MATERIALS TRANSFER AGREEMENT

**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 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. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.
11. NONPROFIT ORGANIZATION(S): A university or other institution of higher education or an organization of the type 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 state nonprofit organization statute. As used herein, the term also includes government agencies.

**II. Terms and Conditions of this Agreement:**

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.
3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:
  - a) is to be used solely for teaching and academic research purposes;
  - b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;
  - c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and
  - d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.
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, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

8. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

10. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

11. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications.

12. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for 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 resources; 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.

## EXHIBIT B

### OPEN MATERIAL TRANSFER AGREEMENT

This Open Material Transfer Agreement (the “OpenMTA”) and the attached Implementing Letter (the “Implementing Letter” and, together with the OpenMTA, the “Agreement”) is entered into between the Provider and the Recipient (or the “Parties”, as further identified in the Implementing Letter) and governs the exchange and use of certain materials specified in this Agreement between the Parties. The provisions of this OpenMTA shall be given precedence in interpretation in the event of any conflict between this OpenMTA and the Implementing Letter.

#### 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 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 Materials 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 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.

#### II. TERMS AND CONDITIONS OF THIS AGREEMENT

The Provider is making the Material available as a service to the research community. The Recipient may use the Material for any lawful purpose, including Commercial Purposes, in accordance with the following terms and conditions:

1. Use: The Recipient shall use, store, and dispose of the Material and any Modifications in accordance with good laboratory practice and shall ensure compliance with all applicable laws, rules, and regulations, including laws, rules, and regulations governing export control and safety.
2. Attribution: The Recipient agrees to provide appropriate acknowledgement of the source of the Material as requested by the Provider. Any request for attribution will be specified in an implementing letter.
3. Distribution: The Recipient may distribute the Material and substances created by the Recipient through use of the Material, including Progeny, Unmodified Derivatives, and Modifications, without requesting consent from the Provider. Recipient agrees to notify the Provider of any distributions of the Material to third parties as requested by the Provider. Any request for notification will be specified in an implementing letter.
4. Fees: 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, the amount will be specified in an implementing letter.
5. No Implied License: Except for the rights expressly granted herein, the Recipient agrees that no other rights or licenses, whether express or implied, are granted to the Recipient under any patent, patent application, or other proprietary right of the Provider. As between the parties, each retains all right, title, and interest in works and inventions made by its personnel, and nothing herein shall be construed to transfer ownership of any invention, patent, patent application, or other proprietary right.
6. Liability: Except to the extent prohibited by law, the Recipient assumes all liability for damages that may arise from the use, storage or disposal of the Material. The Provider will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Material by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider.
7. No Warranties: Any Material delivered pursuant to the Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

#### III. ADDITIONAL TERMS

1. Recipient agrees to provide appropriate acknowledgement of the source of the Material in all publications.



2. Recipient agrees to notify the Provider upon redistribution of the Material to third parties.

Sample

**EXHIBIT C**  
**ANCILLARY AGREEMENT TERMS**

**Ancillary Agreement for Penn AAV Trans Plasmids**

This Ancillary Agreement modifies the Uniform Biological Material Transfer Agreement ("UBMTA"). The modifications are provided below.

**\*\*I.8. UNMODIFIED DERIVATIVES\*\*** - Replace the second sentence of the definition with the following: "This includes, but is not limited to: purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed/encoded by DNA/RNA supplied by the PROVIDER, viral based vectors (assembled particles with or without genomes) generated from unmodified DNA supplied by the PROVIDER."

**\*\*I.9. MODIFICATIONS\*\*** - Delete the final period and add the following to the end of the sentence: "or which represent a modified form of the MATERIAL, including a molecular modification of the DNA supplied by the PROVIDER and/or a viral based vector generated from unmodified or modified DNA supplied by the PROVIDER. This includes, but is not limited to: viral based vectors generated from both DNA supplied by PROVIDER and DNA provided by the RECIPIENT (e.g., PROVIDER AAV serotype vectors expressing genes provided by the RECIPIENT) and/or viral based vectors generated from DNA supplied by the PROVIDER and modified by the RECIPIENT."

I - Add the following definition to the end of Article I: "12. DOMAIN ANTIBODIES: Polypeptides which are capable of binding to a target, where such polypeptide comprises at least one binding domain, wherein that binding domain is a single variable domain of an antibody or functional fragment thereof."

II.3. - Replace the semicolon with a period at the end of subsection (a) and add the following sentence: "The RECIPIENT and the RECIPIENT SCIENTIST acknowledge and agree that if such research should at any point involve use of the MATERIAL, including such incorporated in MODIFICATIONS, for work related to or involving DOMAIN ANTIBODIES, prior to commencing any such work the RECIPIENT and the RECIPIENT SCIENTIST shall contact PROVIDER to request a separate material transfer agreement for such use."

II.5.(b) - Delete the final period at the end of the sentence and add the following: ", provided however, that prior to the transfer of any MODIFICATIONS, the NONPROFIT ORGANIZATION receiving such MODIFICATIONS has to execute a material transfer agreement with PROVIDER for the MATERIAL contained in such MODIFICATIONS."

II.5.(c) - In the first sentence replace "provide" with "use, distribute or permit others to use". Delete the period at the end of the last sentence and add the following: ", except to the extent that any of the foregoing would infringe any of PROVIDER's intellectual property rights."

II.14 - Paragraph 5(c) shall also survive termination.

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**Ancillary Agreement for Penn Vectors**

If you have received PENN MATERIAL in addition to the ORIGINAL MATERIAL, the following terms shall govern your use of PENN MATERIAL. For the purposes of these terms, PENN shall mean The Trustees of the University of Pennsylvania and PENN MATERIAL shall mean recombinant viral based vectors for adeno-associated virus ("AAV") serotypes AAV1, AAV7, AAV8, AAV9 and AAVrh10. All other defined terms shall retain their meaning provided in the Uniform Biological Material Transfer Agreement ("UBMTA") and associated implementing letter(s).

Your use of PENN MATERIAL shall be subject to the terms of the UBMTA as they apply to the ORIGINAL MATERIAL with the following modifications provided below:

I.8. UNMODIFIED DERIVATIVES - Add the following example to the second sentence: "viral based vectors (assembled particles with or without genomes) generated from unmodified DNA/RNA supplied by PENN."

I. - Add the following definition to the end of the section: "12. DOMAIN ANTIBODIES: Polypeptides which are capable of binding to a target, where such polypeptide comprises at least one binding domain, wherein that binding domain is a single variable domain of an antibody or functional fragment thereof."

II.3. - Replace the semicolon with a period at the end of (a) and add the following sentence: "The RECIPIENT and the RECIPIENT SCIENTIST acknowledge and agree that if such research should at any point involve use of the PENN MATERIAL, including such incorporated in MODIFICATIONS, for work related to or involving DOMAIN ANTIBODIES, prior to commencing any such work the RECIPIENT and the RECIPIENT SCIENTIST shall contact PENN to request a separate material transfer agreement for such use."

II.5. - In the first sentence of (c) replace "provide" with "use, distribute or permit others to use". Delete the final period at the end of (c) and add the following: ", except to the extent that any of the foregoing would infringe any of PENN's intellectual property rights."

II.14 - Paragraph 5(c) shall also survive termination.

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**Ancillary Agreement for Plasmids Containing FP Materials**

Please consult the UBMTA for definitions of MATERIAL, RECIPIENT and RECIPIENT SCIENTIST regarding this transfer of the MATERIAL.

By agreeing to this Ancillary Agreement, the RECIPIENT and RECIPIENT SCIENTIST acknowledge the following:

1) The Regents of the University of California, through its San Diego campus (UCSD) is the owner of certain GFP and RFP materials ("FP MATERIAL"), and retains ownership rights to FP Material incorporated in any derivative materials made by the RECIPIENT. FP Material is covered by certain issued patents and pending patents owned by UCSD and other third parties.

2) The RECIPIENT and RECIPIENT SCIENTIST understand that the FP MATERIAL is experimental in nature and may have hazardous properties. UCSD MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR

IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of FP MATERIAL. UCSD will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of FP MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of UCSD as determined by a court of competent jurisdiction.

The distribution of the FP MATERIAL by Addgene is not meant to carry with it, and does not grant any license, express or implied, under any patent.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.

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#### **Collecta Lentiviral Pooled Plasmid and Packaged shRNA Libraries Ancillary Agreement**

This Ancillary Agreement modifies the Uniform Biological Material Transfer Agreement (UBMTA) clauses I (10). The modified clause is:

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 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.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.

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#### **Duke Limited Ancillary Agreement for dCas9**

Please consult the UBMTA for definitions of MATERIAL, RECIPIENT and RECIPIENT SCIENTIST regarding this transfer of the MATERIAL.

By agreeing to this Ancillary Agreement, the RECIPIENT and RECIPIENT SCIENTIST acknowledge the following:

Duke University ("DUKE") is the owner of certain dCas9 plasmids ("PATENTED MATERIAL"), and retains ownership rights to PATENTED MATERIAL incorporated in any derivative materials made by the RECIPIENT. PATENTED MATERIAL is covered by certain issued patents and/or pending patents owned by DUKE. DUKE holds the exclusive commercial distribution rights to such PATENTED MATERIAL deposited with Addgene. All uses of PATENTED MATERIAL, other than for research by a non-commercial or academic entity, require a license and use authorization from DUKE. Further transfer of this material by RECIPIENT is prohibited.

The distribution of the PATENTED MATERIAL by Addgene is not meant to carry with it, and does not grant any license, express or implied, under any patent.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.

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#### **Michigan-IRE1**

Please consult the UBMTA for definitions of ORIGINAL MATERIAL and RECIPIENT regarding this transfer of the ORIGINAL MATERIAL.

By agreeing to this ancillary agreement, the RECIPIENT agrees to the following:

The ORIGINAL MATERIAL contains IRE1 cDNA (IRE1), which is the property of the Regents of The University of Michigan and the Howard Hughes Medical Institute (IRE1 PROVIDER).

The RECIPIENT understands that IRE1 in ORIGINAL MATERIAL is experimental in nature and may have hazardous properties. The IRE1 PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF IRE1 WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of IRE1. The IRE1 PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of IRE1 by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of IRE1 PROVIDER as determined by a court of competent jurisdiction.

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#### **Nolan plasmid Ancillary Agreement**

These Biological Materials are provided for non-clinical, non-commercial research purposes. RECIPIENT SCIENTIST may not distribute the Biological Materials including any progeny and any genetically engineered modification which is substantially based on and incorporates an essential element of the Biological Materials to any other individual or entity without the prior consent of the Provider Scientist. Because the Biological Materials are experimental in nature, please note that they are provided without any warranties and that the Provider Institution or its employees have no liability in connection with their use.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.

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#### **Sanford-Burnham Medical Research Institute Ancillary Agreement** MRA V20230202

This Ancillary Agreement modifies the Uniform Biological Material Transfer Agreement (UBMTA) clauses I (10) and II (5.c). The modifications to these clauses are:

I (10): "Screening compound libraries" when done solely for noncommercial, teaching, and academic research, is permitted and is not considered a use of the MATERIAL or MODIFICATIONS constituting a COMMERCIAL PURPOSE.

II (5.c): The sentence "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 and intellectual property rights in the MATERIAL incorporated in the MODIFICATIONS." has been modified from the original sentence in the UBMTA in that "ownership and intellectual property rights" has replaced "ownership interest."

With regard to any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall control and take precedence.

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#### **Ancillary Agreement for Zinc-Finger Plasmids**

Please consult the accompanying implementing letter for definitions of ORIGINAL MATERIAL, RECIPIENT, and RECIPIENT SCIENTIST regarding this transfer of the ORIGINAL MATERIAL.

By agreeing to this Ancillary Agreement, the RECIPIENT agrees to the following:

1) The ORIGINAL MATERIAL and any derived or modified product ("MODIFICATION") , or the use or manufacture of the ORIGINAL MATERIAL or MODIFICATION may be covered by third party intellectual property, including without limitation patents and/or patent applications controlled and/or filed by Sangamo BioSciences, Inc. (U.S. Patent Nos. 6,534,261, 6,607,882, 6,746,838, 6,794,136, 6,824,978, 6,866,997, 6,933,113, 6,979,539, 7,013,219, 7,030,215, Australian Patent Nos. 732017, 745844, European Patent Nos. 1,061,805, 1,364,020, Great Britain Patent Nos 2,348,424, U.S. Patent Application Publication Nos. 2003/0232410, 2005/0064474, 2006/0188987, and International Patent Application Publication No. WO 01/53480), and that

2) No licenses to any such intellectual property are granted hereunder. As a result, RECIPIENT's use of the ORIGINAL MATERIAL or MODIFICATIONS may require licenses from one or more third parties, and RECIPIENT accepts sole responsibility for obtaining any such licenses. The distribution of the ORIGINAL MATERIAL by Addgene is not meant to carry with it, and does not grant any license, express or implied, under any patent.

To learn how to obtain a license regarding the use of these plasmids, please visit [www.addgene.org/sangamo](http://www.addgene.org/sangamo).

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#### **Synthetic Protein**

ORIGINAL MATERIAL may contain parts whose properties have not been characterized. PROVIDER is not responsible for any loss, damage, cost or expense arising out the unknown nature and behavior of the ORIGINAL MATERIAL.

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