

UC Davis Material Transfer Agreement for Wellcome Trust Sanger Institute JM8-subline ES Cell Lines for Not-for-Profit Organizations and Research Institutions

The Regents of the University of California, as represented by its Davis campus ("UC DAVIS") asks that the RECIPIENT agrees to the following before the RECIPIENT receives the ES Cell Lines derived from the UC DAVIS Pluripotent JM8 Mouse Embryonic Stem Cell Line ("MATERIALS") requested below (please check all that apply)

- JM8.F6 JM8.N4 JM8.A3 Agouti JM8A1.N3 Agouti
- JM8A3.N1 Agouti

for research use in **all forms and types of biological manipulation, including but not limited to culture, expansion, passaging, genetic alteration (eg gene targeting by homologous recombination, random mutagenesis, trapping, etc), cloning and subcloning, preservation (eg cryopreservation, drying, etc), etc ("INVESTIGATION")**.

1. Delivery of the MATERIALS

The above MATERIALS are the property of Genome Research Limited, Wellcome Trust Sanger Institute ("SANGER") having an address of Genome Campus, Hinxton, Cambridge, CB10 1SA, U.K. and are provided by UC DAVIS to non-for-profit organizations and research institutions as a service to the research community. UC DAVIS shall provide the RECIPIENT with any protocols that SANGER or UC DAVIS may have concerning the handling, storage and safety of the MATERIALS.

2. Use of the MATERIALS

2.1. The RECIPIENT shall ensure that the MATERIALS are:

- 2.1.1 used only for the purposes of the INVESTIGATION and not for administration to human subjects;
- 2.1.2 handled and stored in accordance with any reasonable protocols provided to the RECIPIENT pursuant to Clause 1; and
- 2.1.3 not made available to anyone other than personnel of the RECIPIENT engaged in carrying out the INVESTIGATION.

2.2 The RECIPIENT may transfer modifications containing the MATERIALS to not-for-profit organizations and research institutions under a material transfer agreement that has terms that are at least as protective of the rights of SANGER and UC DAVIS as the terms of this Agreement.

3. Intellectual Property Rights

- 3.1. The RECIPIENT is granted a non-exclusive worldwide royalty-free research license under the intellectual property rights of SANGER to use the MATERIALS for the purposes of the INVESTIGATION.
- 3.2. Nothing in this Agreement shall operate to transfer to the RECIPIENT any intellectual property rights of SANGER in the MATERIALS.
- 3.3. All intellectual property rights (including, without limitation, design rights, copyrights, database rights, rights in confidential information and know-how and the right to apply for patents) and all

results, data and discoveries arising out of the INVESTIGATION shall belong to the RECIPIENT.

- 3.4. In this Agreement, "Invention" shall mean a patentable invention invented by the RECIPIENT in the course of the INVESTIGATION that relates directly and principally to the MATERIALS itself.
- 3.5. The RECIPIENT will notify SANGER upon filing a patent application on any Invention its employees make while using the MATERIALS furnished to the RECIPIENT under this Agreement. The RECIPIENT will seriously consider any request from SANGER for a nonexclusive, partially exclusive, or exclusive royalty bearing license to make, use and/or sell products embodying the Invention as claimed in the filed patent application, subject to the terms of 35 USC 207, 208, 209 and 15 USC 3710 and the implementing regulations.
- 3.6. Any publication of the results of the INVESTIGATION shall acknowledge SANGER and UC DAVIS as having provided the MATERIALS.

4. Liability and Warranty

- 4.1. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. UC DAVIS 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 SHALL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIALS. UC DAVIS shall 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, storage or disposal of the MATERIALS by the RECIPIENT.
- 4.2. SANGER makes no warranty or representation that the MATERIALS (whether when used for the INVESTIGATION or otherwise) do not and will not infringe the intellectual property of a third party. SANGER hereby excludes to the fullest extent permitted by law any liability arising (whether directly or indirectly) from any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by the RECIPIENT arising from a claim by a third party that the use of the MATERIALS for the purposes of the INVESTIGATION or otherwise infringes the intellectual property of the third party. The RECIPIENT accepts that the MATERIALS are supplied on an "as is" basis, are experimental in nature and that SANGER makes no warranty or representation, express or implied, as to the properties, capabilities or safety of the MATERIALS. Save in the case of death or personal injury resulting from the negligence of SANGER, SANGER hereby excludes to the fullest extent permitted by law all liability for any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by the RECIPIENT that may arise (whether directly or indirectly) in any way whatsoever from the supply of the MATERIALS and their use by the RECIPIENT.

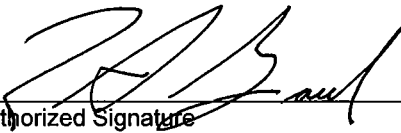
5. General

- 5.1. The RECIPIENT shall not assign or otherwise transfer any of its rights or obligations under this Agreement to any person except without the prior written consent of UC DAVIS.
- 5.2. All notices given under this Agreement must be in writing and delivered to the relevant contact person.
- 5.3. The failure of UC DAVIS to enforce or to exercise any right under this Agreement does not constitute a waiver of that right by UC DAVIS and shall not affect the right of UC DAVIS to later enforce or to exercise that right.
- 5.4. No variation of or amendment to this Agreement shall bind either party unless made in writing and signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties have each caused a duly authorized representative to execute this Agreement.

UC DAVIS

RECIPIENT



Authorized Signature

Rafael A. Gacel

Associate Director, Technology Transfer Services

Recipient Name

Authorized Signature

Printed Name

Title

Telephone Number

Effective Date

Address to send this Agreement

Address to send the MATERIALS