Part II. Plasmid Deposit and Distribution Terms and Conditions

1. Deposit and Distribution

(a) The undersigned institution ("Institution") hereby deposits the plasmid(s) described in detail in Part I of this agreement ("Original Material") with Addgene.

(b) The Institution hereby agrees and consents to the storage, cultivation, amplification, replication, and/or distribution of the Original Material by Addgene, subject to the terms and conditions of, and solely for the purposes contemplated in this agreement. Addgene shall use commercially reasonable efforts to not modify the Original Material. Institution avers that nothing has come to its attention that impairs its right to transfer the Original Material to Addgene, or to other academic and non-profit institutions for non-commercial, research use.

(c) The Institution hereby agrees and consents to the distribution by Addgene of the Original Material to any third party academic institutions or non-profit research organizations for non-commercial research and academic purposes as defined in the UBMTA (as defined below) in the following manner. For each transfer, the Institution is listed as the Provider ("Provider") of the Original Material, and the scientist and organization receiving the Original Material ("Recipient Scientist" and "Recipient", respectively) must satisfy the following conditions: (i) Recipient Scientist acknowledges and Recipient agrees in respect of the Original Material to be bound by the terms of the Uniform Biological Material Transfer Agreement (in the form of Exhibit A hereto ("UBMTA")) between the Institution and the Recipient; and (ii) 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). For each transfer, the UBMTA constitutes a contract between the Provider and Recipient. For each transfer, the Institution also agrees to be bound to the terms of the UBMTA.

(d) Addgene shall provide Institution with reports, no less frequently than quarterly, identifying the Recipient to which Original Material has been provided. If there are no transfers of the Original Material during a quarter, no report will be provided.

(e) Addgene shall not be permitted to transfer or provide any of the Original Material to any for-profit company, organization, or institution, or to any employee or agent thereof ("For-Profit Entity"). If Addgene receives any request from any For-Profit Entity, it shall direct such request to Institution. In connection with meeting its obligations hereunder, unless Addgene has actual 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, and Addgene is not required to conduct any investigation or engage in any due diligence with respect to such requesting entity.

(f) Institution acknowledges that Addgene may assess from the Recipient a distribution fee in connection with its storage, replication and other distribution costs of providing such Original Material and that Addgene shall not charge an additional fee for the Original Material itself.

(g) Institution acknowledges that Addgene operates as a nonprofit entity and for the convenience of the Institution. Addgene shall not be liable for any act or omission hereunder, including without limitation in connection with or resulting from any alteration, damage or losses to any Original Material delivered to Addgene, even if Addgene is advised of the valuable nature of such Original Material. Addgene shall only be responsible (as between Institution and Addgene only) for the direct and actual costs of any loss, damage, alteration, cost or expense arising from Addgene's receipt, storage, replication or distribution of the Original Material, only to the extent of Addgene's proportional share of the liability caused by the intentional misconduct or gross negligence of Addgene. 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 arising from the use, alteration or loss of the Original Material.

(h) To the extent permitted by law, and except when caused by gross negligence or willful misconduct of Addgene, Institution agrees to be solely and exclusively responsible (as between Addgene and Institution only) for any loss, damage, cost or expense arising directly out of Institution's storage, creation, replication, use or delivery of the Original Material; and any third party claim of damage, injury, death or consequence related to the Original Material as a result of the Institution's gross negligence or intentional misconduct.

(i) Any Original Material delivered pursuant to this Agreement is/are understood to be experimental in nature and may have hazardous properties. The Institution agrees that it shall not deliver any Original Material to Addgene requiring BL3 or BL4 safety regulations, and acknowledges that Addgene is relying on the Institution's representation to this effect. NEITHER INSTITUTION NOR ADDGENE MAKES ANY REPRESENTATION NOR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Miscellaneous

(a) This agreement shall remain in effect unless terminated by either party with not less than ninety (90) days prior written notice to the other party. At the time of such termination Addgene shall (i) return all Original Material or certify as to their proper disposal and (ii) provide all records, in electronic form of the Original Material transferred under this agreement that include the Institution as a party. The obligations of all parties hereunder shall survive the termination of this agreement as provided in the UBMTA. In the event that Addgene is threatened with or becomes subject to any lawsuit with respect to any Original Material, it shall have the right to return the Original Material to the donor and cancel this contract immediately.

(b) 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 approval of the party or individual whose name is to be used. Notwithstanding the foregoing, both Addgene and Institution shall have the right to make factual statements identifying the depositing scientist and Institution as the providers of the Original Material in Addgene's catalogs, website and other materials that list or identify materials available from Addgene.

(c) This agreement and the UBMTA constitute the entire agreement between the parties regarding the subject matter hereof. If any of the terms in this agreement are found to be unenforceable or invalid, that term shall be enforced to the fullest extent permitted by applicable law and the other terms will remain valid and enforceable.

(d) This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(e) 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 to the addresses set forth below or to such other address as any party may have furnished in writing to the other parties in the manner provided above.

(f) This Agreement may be executed in counterparts with the same effect as if each of the Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

(g) This agreement may not be amended or modified by the parties except pursuant to a written instrument executed by both parties.

This Plasmid Deposit Agreement is between Addgene, Inc., a Massachusetts non-profit corporation ("Addgene"), and _____(the "Institution") and is effective as of the last date of execution hereof. This agreement sets forth the terms and conditions under which Institution agrees to deposit the Original Material (as defined above) with Addgene.

AGREED TO:

INSTITUTION:

By: _____
Its duly authorized signatory
Name:
Title:

Date:

ADDGENE, INC.:

By: _____
Name: Kenneth Fan
Title: Senior Director of Finance & Business

Date:

EXHIBIT A: UNIFORM BIOLOGICAL MATERIAL TRANSFER AGREEMENT (UBMTA)

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, though 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 the 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.