Part II. Plasmid Deposit and Distribution Terms and Conditions

Section 1: Deposit of Plasmid(s)

1.01 The undersigned institution ("Provider") hereby deposits the plasmid(s) described in detail in Part I of this Agreement ("Original Material") with Addgene. Provider and Addgene hereafter are collectively referred to as the "Parties" or individually as a "Party."

1.02 Provider avers that nothing has come to its attention that may impair its right to transfer the Original Material for the purposes contemplated herein.

1.03 Subject to the terms and conditions of, and solely for the purposes contemplated in this Agreement, Provider hereby grants Addgene a non-exclusive right to store, produce, amplify, replicate and distribute the Original Material, which term shall for purposes of this Agreement be deemed to include plasmid(s) produced by Addgene pursuant to the foregoing rights grant. Addgene shall use commercially reasonable efforts to not modify the Original Material.

Section 2: Distribution to Academic and Non-Profit Research Institutions

2.01 Provider hereby grants to Addgene a non-exclusive, worldwide right to distribute Original Material to any third party academic institutions or non-profit research organizations for non-commercial research and academic purposes only, as defined in the Uniform Biological Material Transfer Agreement ("UBMTA").

2.02 Addgene's distribution of Original Material to a third party academic institution or a non-profit research organization ("Recipient") and its scientists ("Recipient Scientists") is conditioned upon the following:

(a) Recipient Scientist acknowledges and Recipient agrees, in respect to the Original Material, to be bound by the terms of the UBMTA (in the form of Exhibit A attached hereto) between Provider and Recipient; and

(b) 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.

2.03 For each distribution, Provider and Addgene agree that the UBMTA constitutes a contract between Provider and Recipient.

2.04 For each distribution, Provider hereby agrees to be bound by the terms of the UBMTA.

2.05 Addgene reserves the right, in its sole discretion, to withhold distribution of Original Material to Recipient(s) for any reason.

Section 3: Acknowledgements and Warranties

3.01 Provider acknowledges that Recipient may be assessed a distribution fee in connection with the Original Material's 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.

3.02 Provider acknowledges that Addgene operates as a nonprofit entity and for the convenience of Provider.

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

3.04 Provider represents and warrants that the Original Material is not subject to any rights that would affect Addgene's performance under this Agreement.

3.05 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, 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, VALIDITY, 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 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 4: Liability

4.01 To the extent permitted by law, Addgene shall not be liable (as between Provider and Addgene only) for any loss, damage, alteration, cost or expense arising under or relating to Addgene's receipt, storage, replication or distribution of the Original 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 the Original 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.

4.02 To the extent permitted by law, and except when caused by the willful misconduct or gross negligence of Addgene, Provider agrees to be solely and exclusively responsible (as between Addgene and Provider only) for (a) any loss, damage, cost or expense arising under or relating to Provider's storage, creation, replication, use or distribution of the Original Material; (b) any third party claim of damage, injury, death or consequence related to the Original Material as a result of the Provider's willful misconduct or gross negligence as determined by a court of competent jurisdiction; and (c) any third party claim that the Original Material or use of the Original Material infringes on such third party's intellectual property rights.

Section 5: Termination

5.01 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 claim, demand, or lawsuit with respect to the Original Material, Addgene shall have the right to terminate this Agreement immediately.

5.02 At the time of termination, Addgene shall (a) return all Original Material to Provider or certify as to its proper disposal and (b) provide any outstanding reports, in electronic form, of the Original Material transferred under this Agreement.

5.03 The following sections shall survive termination: 3.05, 4.01, 4.02, 5.02, 5.03, 5.04, 6.02, 6.03, 6.04, 6.05, 6.06, 6.08, and 6.09.

5.04 Notwithstanding the above, Provider's obligations to Recipient shall survive termination as provided for in the UBMTA; and Recipient's obligations to Provider shall survive termination as provided for in the UBMTA.

Section 6: Miscellaneous

6.01 Addgene shall provide Provider with reports, no less frequently than quarterly, identifying the Recipient to which Original Material has been distributed. If there are no distributions of the Original Material during a quarter, no report will be provided.

6.02 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 Provider shall have the right to make factual statements identifying the Provider Scientist and Provider as the depositors of the Original Material in Addgene's catalogs, website and other materials that list or identify materials available from Addgene.

6.03 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. 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.

6.04 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.

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

6.06 Any notices 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.

6.07 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.

6.08 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.

6.09 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.

This Plasmid Deposit Agreement is between **Addgene, Inc.,** a Massachusetts non-profit corporation, and **[PROVIDER]** and is effective as of the last date of execution hereof. This Agreement sets forth the terms and conditions under which Provider agrees to deposit the Original Material with Addgene. Provider and Addgene, intending to be legally bound, have caused this Agreement to be executed by their respective duly authorized representatives.

AGREED TO:

PROVIDER:	**ADDGENE, INC.:**
By: _____	By: _____
Name: _____	Name: Joanne Kamens, Ph. D.
Title: _____	Title: Executive Director
Date: _____	Date: _____

EXHIBIT A

UNIFORM BIOLOGICAL MATERIAL TRANSFER AGREEMENT ("UBMTA")
FOR THE RECEIPT OF MATERIALS THROUGH ADDGENE

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. 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.

a) 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.

b) 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.