

## **LOS ALAMOS NATIONAL LABORATORY BIOLOGICAL MATERIAL TRANSFER AGREEMENT**

THIS BIOLOGICAL MATERIAL TRANSFER AGREEMENT (“Agreement”) is entered into by and between LOS ALAMOS NATIONAL SECURITY, LLC, a Delaware company having its principal place of business at P.O. Box 1663, Los Alamos, NM 87545, hereinafter referred to as the PROVIDER, and RECIPIENT as defined in Appendix A and referred to below, the parties to this Agreement being referred to individually as a "Party," and collectively as "Parties."

### **BACKGROUND**

The PROVIDER conducts research and development at the Los Alamos National Laboratory for the U. S. Government under Contract No. DE-AC52-06NA25396 with the U. S. Department of Energy, National Nuclear Security Administration.

Certain MATERIAL has been developed in the course of the PROVIDER’S research and development at Los Alamos National Laboratory. In response to the RECIPIENT’S request, the PROVIDER is transferring this Material to RECIPIENT for use in scientific research as described in Article 3 of this Agreement.

### **AGREEMENT**

1. “Material” as used herein means:

MATERIAL means a pET-derivative plasmid vector with ColE1 origin and kanamycin-selectable marker bearing the C-terminal superfolder GFP construct described in Waldo Pedelacq JD, Cabantous S, Tran T, Terwilliger TC, Waldo GS (2005) “Engineering and characterization of a superfolder green fluorescent protein.”, Nat Biotechnol. 2005 Dec 20; [Epub ahead of print] PMID: 16369541.

MATERIAL also includes progeny and unmodified derivatives of the materials provided. Progeny means an unmodified descendent from the original material, such as virus from virus, cell from cell, or organism from organism. Unmodified derivative means substances created by RECIPIENT that constitute an unmodified functional subunit or product expressed by the original material, such as subclones of unmodified cell lines, purified or fractionated subsets of or the original material, proteins expressed by DNA/RNA supplied by PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

2. MATERIAL is the PROVIDER’S intellectual property and is embodied in the following patents, copyrights, patent applications, or patent disclosures:

U.S. Application Serial No. 10/423,688, filed 04/24/03, entitled “DIRECTED EVOLUTION METHODS FOR IMPROVING POLYPEPTIDE FOLDING AND SOLUBILITY AND SUPERFOLDER FLUORESCENT PROTEINS GENERATED

THEREBY"; related PCT Application No. PCT/US03/13087; and associated priority application(s).

3. The MATERIAL is the property of the PROVIDER and is made available pursuant to the contractual obligations of the PROVIDER to the U.S. Government under the Contract. In the event of a conflict between the terms of this Agreement and the Contract, the Contract terms will have precedence.
4. THE MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
5. The MATERIAL will not be further distributed to others without the PROVIDER'S written consent. The RECIPIENT will refer any request for the MATERIAL to the PROVIDER.
6. The RECIPIENT will use the MATERIAL in compliance with all applicable statutes and regulations.
7. RECIPIENT will not analyze the MATERIAL for composition.
8. 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 indicated here [0.00].
9. In consideration for the MATERIAL, the RECIPIENT will
  - a. acknowledge the source of the MATERIAL in any publications reporting use of it; and
  - b. provide the PROVIDER with a report or abstract of any publication or disclosure to a third party referencing the MATERIAL, at least thirty (30) days prior to such publication or disclosure.
10. The Material is experimental in nature and is provided WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY.
11. This Agreement will be effective for a period of one (1) year from the effective date of this Agreement. Either the RECIPIENT or the PROVIDER may terminate this Agreement upon thirty (30) days written notice; provided that termination will not relieve the RECIPIENT or the PROVIDER of any obligation or liability accrued hereunder prior to the effective date of such termination. Upon completion of use of the MATERIAL or upon termination of this Agreement, RECIPIENT will destroy the MATERIAL in RECIPIENT'S possession or, at the PROVIDER'S request, return to the PROVIDER the MATERIAL in RECIPIENT'S possession. The date, quantity, and method of destruction will be recorded and witnessed, and a copy of such record furnished to the PROVIDER.

- 12. Any payment, notice, or other communication required or permitted to be given to either party hereto will be deemed to have been properly given and to be effective on the date of delivery if delivered in person or by first-class certified mail, postage paid, to the respective address given below.
- 13. The PROVIDER may assign this Agreement without prior notice to a successor contractor designated by the U. S. Department of Energy/National Nuclear Security Administration for operation of the Los Alamos National Laboratory.

**PROVIDER INFORMATION and AUTHORIZED SIGNATURE**

Authorized Official: Director, Biosciences Division

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Name of Provider Scientist:

Principal Investigator: Geoffrey Waldo, Ph.D.  
 Technical Division: Biosciences Division  
 Mailing address: POB 1663, Mail Stop M888  
 Los Alamos, NM 87545  
 Phone Number: (505) 665-8161  
 Email Address: [waldo@lanl.gov](mailto:waldo@lanl.gov)

Address for Notices  
 Technology Transfer Division  
 P.O.B. 1663, Mail Stop C334  
 Los Alamos, New Mexico 87545  
 ATTN: Licensing Administrator

**APPENDIX A**

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

Name of Federal Agency

Mailing Address for notices to Recipient:

Authorized Official: \_\_\_\_\_ (name)

\_\_\_\_\_ (title)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Name of Recipient Scientist:

\_\_\_\_\_  
Signature of Recipient Scientist

\_\_\_\_\_  
Date