

Material Transfer Agreement (MTA)

Letter Agreement for the Transfer of Materials to Scientists and Contractors

In response to **RECIPIENT's** request for **MATERIAL** (_____ sample of Miz-hES1 cell line, **MizMedi hospital** Ref: _____, and its unmodified and undifferentiated progeny or derivatives) for a research program entitled

MizMedi hospital, ("PROVIDER") asks that the **RECIPIENT** and the **RECIPIENT SCIENTIST** agree to the following before the **RECIPIENT** receives the **MATERIAL**:

1. The above **MATERIAL** is the property of the **PROVIDER** and is made available as a service to the research community. Ownership of the **MATERIAL** shall remain with PROVIDER and transfer of the **MATERIAL** to the **RECIPIENT** shall not affect **PROVIDER's** ownership of the **MATERIAL**.
2. This **MATERIAL** is not to be used for diagnostic or therapeutic purposes in humans.
3. As used herein, non-commercial research purposes specifically includes research funded by the Government but excludes (i) research sponsored by a for-profit entity wherein the sponsor receives rights whether actual or contingent to the results of the sponsored research, and (ii) research sponsored by a non-profit entity wherein the sponsor receives a right whether actual or contingent to the results of the sponsored research other than a grant for non-commercial research purposes to the sponsor. **The MATERIAL** may not be used for commercial purposes or the direct benefit of research sponsor, except as such research sponsor is permitted to use **MATERIAL** under a separate written agreement with **PROVIDER**.
4. The **MATERIAL** will not be further distributed to others without the **PROVIDER's written consent**. The **RECIPIENT** shall refer any request for the **MATERIAL** to the **PROVIDER**. To the extent supplies are available, the **PROVIDER** or the **PROVIDER SCIENTIST** agree to make the **MATERIAL** available, under a **SEPARATE AGREEMENT** to other scientists for teaching or non-commercial research purposes only.
5. The **RECIPIENT** agrees to acknowledge the source of the **MATERIAL** in

any publications reporting use of it and to provide **PROVIDER** a copy upon actual publication.

6. 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.** Unless prohibited by law, **RECIPIENT** assumes all liability for claims for damages which may arise from the use, storage, handling or disposal of **MATERIAL** except that, to the extent permitted by law, **PROVIDER** shall be liable to the **RECIPIENT** when the damage is caused by the gross negligence or willful misconduct of the **PROVIDER**.
7. **PROPRIETARY RIGHTS.** Unless prohibited by law, **RECIPIENT** assumes all liability for claims for damages which may arise from the use, storage, handling or disposal of **MATERIAL** except that, to the extent permitted by law, **PROVIDER** shall be liable to the **RECIPIENT** when the damage is caused by the gross negligence or willful misconduct of the **PROVIDER**.
8. The **RECIPIENT** agrees to use the **MATERIAL** only in compliance with all applicable statutes, regulations and guidelines relating to their handling, use or disposal. The **RECIPIENT** shall not use the **MATERIAL** in humans or in contact with any cells or other materials to be transferred into humans. Use of the **MATERIALS** to prepare somatic cell therapy products or gene therapy products is specifically prohibited. Specifically, where the **MATERIALS** are cells, the **RECIPIENT** will not reintroduce these cells alone or in combination with other cells into the reproductive tract of a female animal, nor use these cells for purposes of in-vitro culture with human or animal zygotes or embryos.
9. The **MATERIAL** is provided with a transmittal fee solely to reimburse the **PROVIDER** for its preparation and distribution costs. **The amount of the fee for this transfer of MATERIAL will be indicated here: (\$5,000 USD per sample of a defined cell line provided).** This transmittal fee **does not include any costs associated with training RECIPIENT** in cell growth and maintenance.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider Scientist:

Provider Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official:

Date:

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist:

Recipient Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official:

Date: