

MATERIALS TRANSFER AGREEMENT FOR AAV VECTOR PLASMIDS

The University of North Carolina at Chapel Hill is engaged in research relating to AAV vectors in gene therapy. The Material (UNC Ref# OTD 98-22) associated with this research represents a significant investment on the part of the University and is considered proprietary to the University. The University of North Carolina at Chapel Hill agrees to provide your Institution with certain research substances and know-how for the purpose of a scientific collaboration and for Institution's internal research purposes subject to the following conditions:

1. The parties to this Agreement are defined hereinafter as follows:

“UNC”

UNC-Chapel Hill
Office of Technology Development
CB# 4105, 308 Bynum Hall
Chapel Hill, NC 27599-4105
Phone: (919) 966-3929
Fax: (919) 962-0646

“Institution”

Name:
Address:

Phone:

“Scientist”

Name:
Address:

Email:

Please print the name and address of your Institution. You are also requested to countersign this Agreement signifying your acceptance of its terms and will be referred to herein as “Scientist”; please print your name in the appropriate area above.

2. The Material covered by this Agreement includes: (a) **sub201, pXX2, XX6-80, XX2-lacZ, DX11, XX2-GFP3, pTR-eGFP, ACG, and AB11 plasmids (circle the Materials you want)**; (b) any related biological material or associated know-how, and data received by Institution from UNC; and (c) any progeny or unmodified derivatives produced from any of the foregoing by Institution, its employees or agents.
3. Please attach a one paragraph research scope when returning this Agreement, and label it “Attachment A-- Research Scope”. The Material shall be used solely for research in Scientist's laboratory at Institution, such research to be limited to academic, non-commercial research purposes only as described in Attachment A. UNC shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes.
4. In return for the provision of the Material, Institution shall reimburse UNC **\$40 for each Material circled, and an additional \$20 for shipping costs** upon execution

of this Agreement to cover costs of preparing the sample of Material which is to be sent to Institution. Said reimbursement will be made payable to the Gene Therapy Center and will be sent to the *Gene Therapy Center, CB# 7352, University of North Carolina at Chapel Hill, Chapel Hill, NC 27599-7352.*

5. Institution shall not distribute or release the Material to any person other than laboratory personnel under Scientist's direct supervision. Institution shall ensure that no one will be allowed to take or send the Material to any other location, unless written permission is obtained from Dr. Samulski at UNC. This Material is made available for investigational use only in laboratory animals or *in vitro* experiments. Institution and Scientist agree that the Material will not be used for any other purpose. Neither the Material nor any biological materials treated therewith will be used in human beings.
6. This Agreement and the resulting transfer of Material constitute a license to use the Material solely for not-for-profit purposes. Institution agrees that nothing herein shall be deemed a grant under any UNC patents (either existing or future) or any rights to use the Material for any products or processes for profit-making or commercial purposes, which have been exclusively licensed ("Exclusive Commercial License"). The Material will not be used in research that is subject to consulting or licensing obligations to another institution, corporation or business entity unless written permission is obtained from UNC.
7. Institution shall have no rights in the Material other than as provided in this Agreement, and at the request of UNC, Institution and/or Scientist will return all unused Material.
8. Scientist will inform Dr. Samulski of research results related to the Material by personal written communication. UNC and/or Dr. Samulski shall be free to use such data and information for any purpose, but will make proper acknowledgement of the work done by Scientist.
9. If the research involving the Material results in an invention or substance that may be commercially useful, Scientist will promptly disclose the Invention or substance to Institution's Patent Administrator and notify the Patent Administrator of UNC-CH's role as a supplier of the Material used. Institution, in cooperation with Scientist, will promptly supply UNC-CH with a copy of the disclosure, in confidence, for UNC-CH's research and evaluation purposes only. Institution, to the extent it is legally able to do so, hereby grants UNC or the licensee under UNC's Exclusive Commercial License an option to obtain an exclusive license to Inventions relating to the Materials, under normal commercial terms, pursuant to good faith negotiations between the parties, to commercially use the invention or substance. UNC will notify Institution within 120 days if its licensee desires to exercise this option.
10. The Material is experimental in nature and it is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. UNC MAKES NO

REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

11. In no event shall UNC be liable for any use by Institution, its employees and/or agents of the Material or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material. Furthermore, to the extent provided by applicable law, Institution agrees to indemnify UNC and any of its employees and hold it and them harmless from any action, claim, or liability, including, without limitation, liability for death, personal injury, or property damage, arising directly or indirectly from Institution's possession, testing, screening, distribution or other use of the Material provided under this Agreement, and/or from Institution's publication or distribution of the test reports, data, and other information relating to said Material.
12. Institution will use the Material in compliance with all laws and governmental regulations and guidelines applicable to the Material, and when the Material is used in the United States, Institution and Scientist will comply with current NIH guidelines.
13. This Agreement is not assignable or otherwise transferable, whether by operation of law or otherwise, without the prior written consent of UNC.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina.

Please make two copies of this Agreement. After both copies of this Agreement have been signed by both yourself and an authorized representative of Institution, please return them to my attention. I will return one fully executed copy to you for your records. **We will not ship the Material without an authorized Institutional signature.** The Material will be shipped as soon as possible upon receipt of this signed Agreement.

Sincerely,

Catherine Innes
Director, Office of Technology Development

ACCEPTED AND AGREED TO:

SCIENTIST

INSTITUTION

Name: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____