

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 95-62, 97-76, and 98-18) associated with this research represents a significant investment on the part of the University and is considered proprietary to the University. Furthermore, the University has granted an exclusive license to the commercial rights in the Material to a commercial entity (the "Exclusive Commercial Licensee"). 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 and address in the appropriate area above.

2. The Material covered by this Agreement includes: (a) **pVp2AgLuc, pvp2gluc2, pvp2gfp2, pXR1, pXR1.1, pXR1.2, pXR1.3, pXR1.4, pXR1.5, pXR1.6, pXR1-ACA, pXR2-ACA, pXR3-ACA, pXR4-ACA, pXR5-ACA, pXR2, pXR3, pXR4, pXR5, pXR6, AAV2.5, pAAV.6.1, pAAV6.2, pAAV6.3, pAAV6.4, pAAV6.5, pAAV6.6, ScAAV2-CMV-GFP, scAAV.hFIXopt, AAV-FIB galanin, IF11 hybridoma cells and 7B7.32 hybridoma cells (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; and (d) any modifications of any of the foregoing only to the extent such modifications contain or incorporate the Material; The Material shall remain the sole property of UNC.

3. Institution and Scientist acknowledge that UNC has informed Institution and Scientist that UNC has filed patent applications relating to the Material, which are licensed exclusively to UNC's Exclusive Commercial Licensee.
4. The Material shall be used solely for research in Scientist's laboratory at Institution, such research to be limited to the studies 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.
5. In return for the provision of the Material, Institution shall reimburse UNC \$40 for each Material circled above, and an additional \$20 for shipping costs upon execution of this Agreement to cover costs of preparing the sample of the Material which is to be sent to Institution. Said reimbursement will be made payable to The University of North Carolina at Chapel Hill and will be sent to Dr. R. Jude Samulski at the address specified by said person.
6. 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. R. Jude 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.
7. This Agreement and the resulting transfer of Material constitute a license to use the Material solely for not-for-profit, academic research 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. The Material will not be used in research that is subject to consulting or licensing obligations to another institution, corporation or business entity or in combination with other materials that are subject to consulting or licensing obligations to another institution, corporation or business entity unless written permission is obtained from UNC. UNC reserves the right not to grant such permission at its sole discretion.
8. 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.
9. No right or license under any patent or other proprietary right is granted by UNC under this Agreement, except as specifically and expressly set forth herein.
10. Scientist will inform Dr. R. Jude Samulski in writing of the research results related to the use of the Material ("Research Results"). UNC and/or Dr. R. Jude Samulski

shall be free to use the Research Results for any research purpose, but will make proper acknowledgment of the work done by Scientist.

11. If the research involving the Material results in an invention or substance which may be commercially useful, Scientist will promptly disclose the invention or substance to Institution's patent administrator and notify the patent administrator of UNC's role as supplier of the Material as well as the role, if any, of any UNC employee in creating the invention or substance. Institution, in cooperation with Scientist, will promptly supply UNC with a copy of the disclosure, in confidence, for UNC's evaluation purposes.
12. If Institution desires to use or license the Material or Modifications for commercial purposes, Institution agrees, in advance of such use, to negotiate in good faith with UNC's Exclusive Commercial licensee to establish the terms of a commercial license. It is understood by Institution that UNC's Exclusive Commercial Licensee shall have no obligation to grant such a license to Institution or any other third party.
13. 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.
14. 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.
15. 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.
16. This Agreement is not assignable or otherwise transferable, whether by operation of law or otherwise, without the prior written consent of UNC.

17. This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina.

18. This Agreement shall terminate one (1) year from the date on which it was signed, unless terminated or extended through written agreement of the parties.

After the original of this Agreement has been signed, in duplicate, by yourself and an authorized representative of Institution, please return them to me at the address on the first page. The Material will be shipped as soon as possible upon receipt of this signed Agreement.

UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL

Catherine Innes
Director, Office of Technology Development

ACCEPTED AND AGREED TO:

INSTITUTION

(to be signed only by an authorized
signatory of the Institution)

INSTITUTION'S SCIENTIST

By: _____

Name: _____

Title: _____

Date: _____

