

## MATERIAL TRANSFER AGREEMENT

No: .....

*(for office use only)*

**RETURN (by post or courier) TO:**

**Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX**

User Name	
Institute Name:	
Institute Address:	

Resource Name:

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## MATERIAL TRANSFER AGREEMENT

### ACADEMIC MATERIAL TRANSFER AGREEMENT

Distributing Organisation Name: Source BioScience UK Limited

Address 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX

Owning Organisation: Cambridge University Technical Services Limited ("CUTS"), a company incorporated in England and Wales whose principal place of business is at The Old Schools, Trinity Lane, Cambridge CB2 1TS.

Owning Organisation's scientist: Dr J Ahringer, Wellcome/CRC Institute, Tennis Court Rd, Cambridge CB2 1QR

Materials 1. A Library or set of Libraries of bacterial strains, each strain containing a plasmid designed to express dsRNA corresponding to a *C. elegans* gene, each Library comprising Bacterial Strains corresponding to *C. elegans* genes from a single chromosome, including any products, progeny or unmodified derivatives thereof. Ownership of modifications shall be determined (a) when such a modification is created and (b) according to any applicable laws and regulations relating to inventorship.

Investigation: Non-commercial functional genomics research in *C. elegans*.

Distributing Organisation's Contact Person Name: Dr Andy Turner Senior

Commercial Development Manager Address: Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX

Tel: +44 (0) 115 973 9012 Fax: +44 (0) 115 973 9013 E-mail:

[lifescience.techsupport@sourcebioscience.com](mailto:lifescience.techsupport@sourcebioscience.com)

Owning Organisation's Contact Person: Dr Anne Blackwood Senior Technology Transfer Associate The University of Cambridge Technology Transfer Office 16 Mill Lane Cambridge CB2 1SB

(A) The Owning Organisation has authorised the Distributing Organisation to supply to academic institutions and not-for-profit organisations the Materials for academic purposes under the terms of a license agreement, on a cost recovery basis.

(B) Accordingly, the Distributing Organisation is willing to provide and the Recipient Institution is willing to accept the Materials in accordance with the provisions set out in this Agreement.

The Distributing Organisation and the Recipient Institution hereby agree to be bound by the provisions set out in this Agreement.

Signed for and on behalf of the Recipient Institution by its duly authorised representative  
Signed for and on behalf of the Distributing Organisation by its duly authorised representative

#### 1. Delivery of the Materials

1.1 The Distributing Organisation shall send to the Principal Investigator of the academic institution ("Recipient Institution") any Materials as provided in the attached Schedule and in a manner consistent with the optimum stability and safe delivery of the Materials.

1.2 The Distributing Organisation shall provide the Recipient Institution with any protocols that the Distributing Organisation may have concerning the handling, storage and safety of the Materials.

1.3 The Distributing Organisation shall supply the Recipient Institution, the

Materials:-

- 1.3.1 an individual Bacterial Strain,  
and, or
- 1.3.2 a library of bacterial vectors, each vector containing a *C. elegans* gene, such that the library covers a single *C. elegans* chromosome,  
and, or
- 1.3.3 a set of 6 libraries of bacterial vectors, each vector containing a *C. elegans* gene, such that the library set covers all 6 chromosomes of the *C. elegans* genome.
- 1.4 The Recipient Institution will be invoiced for the Materials supplied under clause 1.3 at prevailing market rates as and on terms published by the Distributing Organisation. All fees to be invoiced within thirty (30) days of an order.

## **2. Use of the Materials The Recipient Institution shall ensure that the Materials are:**

- 2.1 used only for the purposes of the Investigation and not for administration to human subjects;
- 2.2 handled and stored in accordance with any reasonable protocols provided to the Recipient Institution pursuant to Clause 1.2; and
- 2.3 not made available to any other organisation or personnel other than personnel of the Recipient Institution engaged in carrying out the Investigation.
- 2.4 used for research purposes only at the Recipient Institution, and not, directly or indirectly, for commercial purposes, and excludes any use that benefits a for profit institution.
- 2.5 The libraries cannot be used for commercial purposes or by for-profit organisations without first obtaining a licence from the Carnegie Institution of Washington with respect to the patent properties listed below:
  - (1) US Patent Application 60/068562  
Filed 23 December 1997
  - (2) US Patent Application Serial no 09/215, 257  
Filed 13 December 1998
  - (3) PCT Application no PCT/US98/27233 Filed 21 December 1998 Published as WO 99/32619 on 1 July 1999 and has national stage applications in the following:  
Australian Application No 19380/99 Canadian Application No 2,311,999 European Application No 98964202.0 Japanese Application No not yet designated.
- 2.6 The RNAi feeding library is provided for research purposes only, and may not be used for any commercial purposes, including but not limited to: (1) screening by any entity other than a not-for-profit organization of the RNAi feeding library or any substantial part thereof of on average more than 30 genes per screening day; and/or (2) offering and/or providing to third parties, in return for any financial and/or other consideration, of any services relating to and/or involving the RNAi feeding library. For any intended commercial use of the RNAi feeding technology, your attention is drawn to the following patent applications and patents in the name of Devgen N.V., Belgium: EP-A-1 093 526, EP-A- 1 197 567, GB 2349885-B, GB 2370275A and GB-2362885-B, and further patent applications and patents that may correspond thereto. Geneservice does not have the right to grant any license (either explicit or implied) under any patent applications and/or patents held by Devgen N.V.. Should you wish to obtain such a license, you are advised to contact Devgen N.V., tel. Belgium-9-3 24 24 24; fax Belgium-9-3 24 24 25 or e-mail: [info@devgen.com](mailto:info@devgen.com) .

## **3. Publication of results of the Investigation**

Any publication of the results of the Investigation shall acknowledge the Owing Organisation and Scientist and Distributing Organisation as having made available the Materials in accordance with academic practise.

#### **4. Reports**

The Recipient Institution's Principal Investigator shall keep the Owing Organisation's Scientist informed of the progress and status of the Recipient Institution's experiments on the Materials.

#### **5. Intellectual Property Rights**

5.1 Nothing in this Agreement shall operate to transfer to the Recipient Institution or Distributing Organisation any intellectual property rights of the Owing Organisation in the Materials.

5.2 All intellectual property rights (including, without limitation, design rights, copyrights, database rights, rights in confidential information and know-how and the right to apply for patents) and all results, data and discoveries arising out of the Investigation shall belong to the Recipient Institution.

5.3 If the Recipient Institution, after consultation with the Owing Organisation, commercialises any product produced/or isolated with or by use of the Materials then the Recipient Institution will negotiate in good faith an equitable share for the Owing Organisation of any commercial proceeds based upon the relative contributions of the parties.

#### **6. Confidentiality**

6.1 For the purposes of this clause 6, "Confidential Information" means all information of a confidential nature disclosed and designated in writing as confidential (whether in writing, orally or by any other means) by one party ("the Disclosing Party") to the other party ("the Receiving Party") during the term of this Agreement.

6.2 For a period of five years from the date of disclosure the Receiving Party shall keep the Confidential Information confidential, shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, and shall not use the Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement.

6.3 The confidentiality obligations contained in this clause shall not apply to any Confidential Information which:

6.3.1 is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party;

6.3.2 can be shown by the Receiving Party to have been already known by the Receiving Party at the date of disclosure by the Disclosing Party;

6.3.3 subsequently comes lawfully into the possession of the Receiving Party from a third party in good faith without a confidentiality obligation;

6.3.4 is independently acquired by the Receiving Party as a result of work carried out by an employee of the Receiving Party to whom no disclosure of Confidential Information has been made; or

6.3.5 is required by law to be disclosed.

7. Disposal of Unused Materials and Return of Confidential Information When the Investigation is completed or terminated, the Recipient Institution shall, at the

Distributing Organisation's request, return or destroy all unused Materials and each party shall at the other's request, return or destroy all confidential information belonging to that other except for one copy which the Recipient may retain for archival purposes only.

8. Survival of rights on expiry or termination The following clauses are expressly intended by the parties to survive the expiry or termination of this Agreement: clauses 3,5,and 6.

## 9. General

9.1 Neither party shall be entitled to assign or otherwise transfer any of its rights or obligations under this Agreement to any person except with the prior written consent of the other.

9.2 All notices given under this Agreement must be in writing and delivered to the relevant Principal Investigator or Contact Person as shown on the front sheet of this Agreement.

9.3 The failure of either party to enforce or to exercise any right under this Agreement does not constitute a waiver of that right and shall not affect that party's right later to enforce or to exercise it.

9.4 The Distributing Organisation shall disclose to the Recipient Institution any serious or otherwise health-threatening hazards relating to the Materials of which the Distributing organisation is aware in the protocols supplied pursuant to Clause 1.2. Save as aforesaid, the Recipient Institution accepts that the Materials are supplied on an "as is" basis, are experimental in nature and that the Distributing Organisation and Owning Organisation make no warranty or representation, express or implied, as to the properties, capabilities or safety of the Materials, except to the extent that the Distributing Organisation is negligent.

9.5 The Recipient Institution agrees to comply with any and all applicable governmental regulations for the handling of the Materials.

9.6 No variation of or amendment to this Agreement shall bind either party unless made in writing and signed by a duly authorised representative of each party.

9.7 The parties shall not make any announcement or comment upon or otherwise provide any information to any third party (other than its legal advisers) concerning this Agreement (including its existence and terms) without the prior written consent of the other party unless required by law.

9.8 This agreement supersedes all earlier Material Transfer Agreements in relation to *C. elegans* RNAi libraries.

9.9 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

## Schedule

Materials: Library or set of Libraries of bacterial strains, each strain containing a plasmid designed to express dsRNA corresponding to a *C. elegans* gene, each Library comprising Bacterial Strains corresponding to *C. elegans* genes from a single chromosome. Description

Library: A number of bacterial strains each containing a plasmid capable of expressing double-stranded RNA corresponding to a particular *C.elegans* gene on chromosome I, II, III, IV, V or X.

Chromosome I Chromosome II Chromosome III Chromosome IV Chromosome V  
Chromosome X

2442 bacterial strains  
2978 bacterial strains  
2131 bacterial strains  
2693 bacterial strains  
4152 bacterial strains  
2357 bacterial strains

(NB: the number of bacterial strains may be changed slightly from time to time depending on availability or viability)

Vector and Inserts: Genomic fragments obtained by PCR were cloned into the Timmons and Fire feeding vector (L4440), which is a modified version of Bluescript with a T7 promoter on each side of the MCS driving transcription of each DNA strand (Nature, 395, 854). Information about the L4440 vector (including sequence information) can be found at <http://www.ciwemb.edu>. PCR fragments were obtained using Research Genetics GenePairs. The GenePairs primer sequences are available at <http://cmgm.stanford.edu/~kimlab/primers.12-22-99.html> and are displayed visually in WormBase (<http://www.wormbase.org>).

Bacteria: Genomic fragments cloned into L4440 were transformed into HT115 (DE3), an RNase III-deficient E. coli strain with IPTG-inducible T7 polymerase activity (Gene, 263, 103-112).

HT115 Genotype: F<sup>-</sup>, mcrA, mcrB, IN(rrnD-rrnE)1, lambda<sup>-</sup>, rnc14::Tn10(DE3 lysogen: lacUV5 promoter -T7 polymerase) (IPTG-inducible T7 polymerase) (RNase III minus). The Tn10 transposon interrupting the rnc14 gene carries a tetracycline resistance gene.

ADMINISTRATION

Any correspondence concerning this Agreement should be addressed in the first instance to:

Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park,  
Nottingham NG8 6PX

Tel: +44 (0) 115 973 9012 Fax: +44 (0) 115 973 9013

I have read and accept the conditions for use of the MATERIALS as stated above.

Name .....

Position .....

Company/Institution .....

Address .....

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Signature .....

Date .....