

Benaroya Research Institute Tetramer Material Transfer Agreement (MTA)

Instructions for Completion

1. Please fill out the required fields and forward to an *Authorized Organizational Representative (AOR) to review the terms of the agreement on behalf of your institution. If terms are acceptable, please sign, scan and send a copy of the partially signed MTA to Laurie Sheahan (lsheahan@benaroyaresearch.org) for BRI's counter-signature.
2. If there are any concerns or questions regarding the language of the agreement, please contact Laurie Sheahan to receive a Microsoft Word version of the MTA to request any edits.
 - a. Send a redlined version of the MTA to Laurie for review and any negotiations.
 - b. Once the MTA language is finalized, initiate signatures and return a partially executed to BRI for counter-signature.
 - c. A copy of the fully executed MTA will be returned to you for submission to the Tetramer Core website.

*The MTA will need to be signed by the Recipient Scientist as well as the Authorized Organizational Representative (AOR). The designated AOR has the authority to bind the organization to the terms and varies by organization; this individual may be a part of Business Development, Legal, Grants and Accounting, etc.

**Benaroya Research Institute
Tetramer Material Transfer Agreement**

This Agreement, dated and effective as of the date of last signature (the “Effective Date”) between Benaroya Research Institute at Virginia Mason, a Washington nonprofit corporation with its principal place of business at 1201 Ninth Avenue, Seattle, WA 98101 (“BRI”), and [REDACTED] with its principal place of business at [REDACTED] (“Recipient”), sets forth the terms and conditions under which BRI will provide research materials to Recipient.

The Original Material to be provided under the terms of this Agreement is identified below:

DR, DQ, and DP tetramer and monomer reagents as needed

The Recipient will be conducting the following research (the “Research”) using the Materials:

The Original Material will be shipped to Dr. _____ (“Recipient Scientist”) at:

As used in this Agreement, the term “Materials” means the Original Material and any purified or fractionated subsets of the Original Material, as well as any materials which contain or incorporate the designated transferred Original Material.

As consideration for BRI providing the Materials to Recipient, the parties agree as follows:

1. Recipient shall use the Materials only for the purposes of the Research listed above and shall not use the Materials for any human administration or exposure (*in vivo*, *ex vivo* or *in situ*). The Recipient shall not transfer the Materials to any other party, without the express prior written permission of BRI. Recipient agrees that the Materials shall not be used, sold, offered for sale, or reproduced for any profit-making, commercial or other research purpose (other than the Research) whatsoever. If the Recipient desires to use the Materials for commercial purposes, the Recipient agrees, in advance of such use, to negotiate in good faith with BRI to establish the terms of a commercial license. It is understood by the Recipient that BRI shall have no obligation to grant such a license to the Recipient, and may grant exclusive or non-

exclusive commercial licenses to others, or sell or assign all or parts of the rights in the Materials to any third party, subject to any pre-existing rights held by others and obligations to the Federal Government.

2. Recipient shall maintain, and shall ensure that its employees and agents maintain, the Materials and information relating to the Materials (the "Information") in confidence and shall not disclose or transfer the Materials or Information to any other party without the prior written approval of BRI, and then, only subject to the restrictions and obligations imposed by this Agreement. If BRI so requests, confidentiality agreements shall be obtained from Recipient's employees to whom the Materials or Information will be made available. Recipient shall make no deposit of the Materials for patent or other purposes in any public or private depository without the prior written approval of BRI.
3. Recipient agrees not to claim ownership of the Materials, and Recipient shall acquire no proprietary or ownership rights in the Materials and Information. When the Materials and Information are no longer being used for the Research in accordance with this Agreement, Recipient shall promptly destroy or return all such Materials and Information to a place designated by BRI. This Agreement and the resulting transfer of the Materials to Recipient constitute a non-exclusive, revocable right to use the Materials solely for the Research. The Materials will not be used for any purpose that is subject to consulting or licensing obligations of Recipient to another individual, institution or business entity, unless prior written permission is obtained from BRI. Nothing in this Agreement shall grant to Recipient any rights under any BRI patents or any of BRI's other intellectual property rights to the Materials and/or information.
4. The Materials and Information are provided by BRI to Recipient hereunder as is and without warranties or representations of any kind, express or implied. Specifically, BRI MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BRI makes no representations or warranties that the Materials will be free from infringement of any patent or proprietary rights of any third parties, or of any other rights. No indemnification for any loss, claim, damage, or liability is intended or provided by any party under this Agreement. Each party shall be liable for any loss, claim, damage, or liability that said party incurs as a result of said party's activities under this Agreement.
5. Subject to Paragraphs 2 and 6, in all oral disclosures or written publications concerning the Research done or to be done by Recipient with the Materials and Information, BRI's contribution will be expressly noted, by either acknowledgment or co-authorship, as appropriate. Recipient shall further acknowledge the source of the Material(s) as BRI and the name of the BRI scientist, as appropriate, in any and all publications arising for any use of the Material(s).
6. Subject to paragraph 2, if Recipient desires to publish the Research, or the results of the Research, Recipient will provide BRI with a draft manuscript prior to submission to the publisher, but in no case less than thirty (30) days prior to public disclosure, for the purpose of protecting any intellectual property rights or other proprietary rights of BRI that might be disclosed in such publication. Recipient agrees to acknowledge BRI scientists, as academically and scientifically appropriate, based on provision of the Material, Information or other direct contribution to the Research.

7. Recipient will reimburse BRI for the cost of producing and shipping the Material within 30 days of receipt of invoice from BRI.
8. The term of this Agreement shall commence on the Effective Date and shall continue until completion of Research or for a period of two (2) years, whichever comes first. Upon expiration of this Agreement, Recipient will provide to BRI a written statement that all samples of Material have been destroyed or returned to BRI.
9. This Agreement is not assignable without the prior written consent of BRI.
10. This Agreement shall be governed and construed in accordance with the laws of the State of Washington and the laws of the United States as interpreted and applied by the Federal courts in the District of Columbia. In the event of a conflict, between Federal law as applied by the Federal courts in the District of Columbia, and the laws of the states of Washington, Federal law as applied by the Federal courts in the District of Columbia will prevail.
11. Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, and 10 and this paragraph shall survive termination of this Agreement.
12. This Agreement sets forth the entire understanding between the parties and cannot be changed or amended except as otherwise agree in writing by the parties.
13. This Agreement may be executed by facsimile, pdf, or duplicate originals. This Agreement may be executed in several counterparts, all of which taken together will constitute effective execution.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or their duly authorized representatives and effective as of the date first above written.

Benaroya Research Institute at Virginia Mason

By: _____

Name: Bolong Cao, Ph.D.

Title: Director, Business Development

Email: bizdev@benaroyaresearch.org

Date: _____

Recipient Organization

By: _____

Name: _____

Title: _____

Date: _____

Read and understood:

Recipient Scientist

By: _____

Name: _____

Date: _____