



## DETERMINAZIONE DEL DIRETTORE GENERALE

n. 461 DG del 10 NOV 2020

### OGGETTO

**APPROVAZIONE DELL' UNIFORM BIOLOGICAL  
MATERIAL TRANSFER AGREEMENT, DELL' ANCILLARY  
AGREEMENT FOR PLASMIDS CONTAINING FP  
MATERIALS NONCHÈ DELLE IMPLEMENTING LETTERS  
CON ADDGENE A NO -PROFIT BIOLOGICAL REPOSITORY**

Attestazione di legittimità e regolarità dell'istruttoria

Il dirigente della struttura semplice

Trasferimento Tecnologico (TTO)

Firmato (dott. Antonio Cannarozzo)

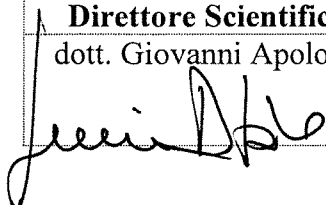
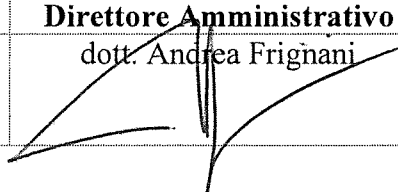
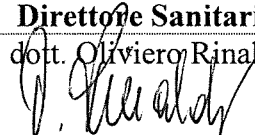
In base alle attestazioni rese dal dirigente competente all'adozione del provvedimento e alle verifiche contabili svolte:

- ☒ si provvede alle registrazioni contabili.  
☐ il provvedimento non comporta registrazioni contabili, né impegni finanziari futuri.

Il dirigente della struttura complessa

Risorse Economiche e Finanziarie e Libera Professione

Firmato (dott.ssa Elena Teresa Tropiano)

CON I PARERI FAVOREVOLI DEL		
Direttore Scientifico	Direttore Amministrativo	Direttore Sanitario
dott. Giovanni Apolone	dott. Andrea Frignani	dott. Oliviero Rinaldi
		

L'atto si compone di 26 pagine di cui 22 pagine di allegati parte integrante  
atti n. 1.6.05.02- 467/2020/at

**FONDAZIONE IRCCS**  
Istituto Nazionale Tumori  
VERCOL



## IL DIRETTORE GENERALE

su proposta del Responsabile del procedimento della s.s. Trasferimento Tecnologico (TTO) che, a seguito di istruttoria, attesta:

**preso atto** che, con e-mail 27 ottobre 2020, il dott. Daniele Lecis, Biotecnologo presso la s.c. Immunologia Molecolare, ha richiesto alla s.c. Provveditorato l'acquisto dei sottoportati reagenti mediante la piattaforma Addgene un repository no-profit con sede in 490 Arsenal Way, Suite 100 Watertown, MA USA

PROVIDER	ORIGINAL MATERIAL
Ecole Polytechnique Federale de Lausanne (EPFL) Swiss Federal Institute of Technology (EPFL) Station 15 CH-1015 Lausanne Switzerland	12265 pHR-CMV-nlsCRE
J. David Gladstone Institutes Intellectual Property Department The J. David Gladstone Institutes 1650 Owens Street San Francisco, CA 94158	21965 pCMV4 p50
Hubrecht Institute	62732 Cre Reporter
Hubrecht Institute	65726 pLV-CMV-LoxP-DsRed-LoxP-eGFP
Stanford University Office of Technology Licensing Stanford University 1705 El Camino Real Palo Alto, CA 94306	108543 pLV-EF1-Cre-PGK-Puro
Trustees of Boston University Office of Technology Development 53 Bay State Road Boston MA 02215	126700 pHAGE2-EF1aL-Cre-IRES-NeoR-W

**considerato** che tale repository ha l'intento di aiutare i ricercatori a condividere plasmidi ai soli costi di rimborso (€ 75.00 compresa IVA cad.) per la preparazione del materiale biologico e per il trasferimento;

**dato atto che** tuttavia a seguito dell'inserimento dell'ordine è stato richiesto contestualmente all'acquisto la sottoscrizione del testo standard Uniform Biological Material Transfer Agreement (UBMTA), dell'Ancillary agreement for plasmids containing fp materials e delle relative implementing letters;

**preso atto** che il testo di UBMTA e dei relativi allegati, accluso al presente provvedimento di cui forma parte integrante e sostanziale prevede che:

- il trasmittente mantenga la proprietà del materiale, compreso ogni materiale contenuto o incorporato nelle modificazioni.
- il ricevente mantiene la proprietà delle modificazioni (ad eccezione del materiale del trasmittente incorporato) e di quelle sostanze create attraverso l'uso del materiale o delle modificazioni;
- in entrambi i casi se i risultati derivano dalla collaborazione del trasmittente e del ricevente, la proprietà congiunta sarà negoziata;
- il materiale deve essere utilizzato esclusivamente per scopi didattici e di ricerca accademica;
- il materiale non può essere utilizzato in soggetti umani, in studi clinici o per scopi diagnostici che coinvolgono soggetti umani senza il consenso scritto del trasmittente;



- il materiale deve essere utilizzato solo presso l'organizzazione del ricevente e solo nel laboratorio Responsabile Scientifico e sotto la direzione di quest'ultimo;
- il materiale non potrà essere trasferito a nessun altro all'interno dell'organizzazione senza il previo consenso scritto del trasmittente;
- senza il consenso scritto del trasmittente il materiale modificato non potrà essere utilizzato per scopi commerciali. Il ricevente riconosce infatti che tali scopi commerciali possono richiedere una licenza commerciale da parte del trasmittente e che non vi è alcun obbligo da parte di quest'ultimo di rilasciarla;
- non è tuttavia impedito che il ricevente possa concedere licenze commerciali sul materiale modificato;
- il ricevente riconosce che il materiale è o può essere oggetto di una domanda di brevetto;
- il ricevente è libero di presentare domande di brevetto che rivendicano le invenzioni fatte attraverso l'uso del materiale, ma accetta di notificare la circostanza al trasmittente al momento della presentazione di una domanda di brevetto;
- la suddetta circostanza non sarà applicabile ai materiali GFP e RFP dell'Università della California, Campus di San Diego (UCSD), che manterrà la proprietà anche su eventuale materiale incorporato o derivato realizzato dal ricevente in quanto il materiale in argomento è coperto da brevetto;

**dato atto che** gli oneri relativi all'acquisto del materiale per numero 6 reagenti è di complessivi € 500,00 saranno da imputare sul CIG Z952EF0414 sottobudget 2020001300 cod. id. R/16/001 a cura dalla s.c. Provveditorato;

**considerato** che l'accordo di cui trattasi rientra nella missione e nelle finalità della Fondazione, in conformità alle disposizioni degli artt. 2 e 3 dello Statuto della Fondazione, approvato con Deliberazione del Consiglio di Amministrazione n. 12F del 20 febbraio 2012;

**ritenuto** che la formulazione dell'accordo standard di Addgene non presenti motivi ostativi per la relativa sottoscrizione e pertanto di approvarne il relativo contenuto,

**considerato** altresì che nulla osta alla pubblicazione del presente provvedimento in versione integrale all'Albo Pretorio della Fondazione, per 15 giorni consecutivi, ai sensi dell'art. 32 della L. n. 69/2009 e della L.R. n. 33/2009;

**dato atto** dell'attestazione di regolarità dell'istruttoria sia sotto il profilo tecnico che di legittimità, nonché delle disposizioni finanziarie e contabili;

**richiamata** la determinazione del Direttore Generale n. 311DG del 29 settembre 2017, avente ad oggetto "Disposizioni a carattere gestionale del Direttore Generale";

**visti** i pareri favorevoli dei Direttori Scientifico, Amministrativo e Sanitario della Fondazione resi per quanto di competenza;

#### D E T E R M I N A

- 1- di approvare e sottoscrivere l'Uniform Biological Material Transfer Agreement, l'Ancillary Agreement for plasmids containing fp materials nonché le Impelemnting Letters con Addgene a no-profit biological repository nei testi



- allegati al presente provvedimento di cui formano parte integrante e sostanziale, sotto la responsabilità scientifica del dott. Daniele Lecis, Biotecnologo presso la s.c. Immunologia Molecolare;
- 2- di individuare il Responsabile Scientifico quale Direttore dell'Esecuzione del Contratto nonché quale persona autorizzata al trattamento dei dati oggetto dello studio di cui trattasi;
  - 3- di disporre la pubblicazione del presente provvedimento all'Albo Pretorio della Fondazione, per 15 giorni consecutivi, ai sensi dell'art. 32 della L. n. 69/2009 e della L.R. n. 33/2009.

IL DIRETTORE GENERALE

Dott. Stefano Manfredi



### Material Transfer Agreement Instructions (Order 579154)

A scientist from your institution has requested plasmids from Addgene, a nonprofit plasmid repository. An authorized representative for your institution must approve the Material Transfer Agreements (MTAs) associated with these requests before Addgene can ship the plasmids to the requesting scientist.

#### Instructions for Recipient Scientist (Daniele Lecis):

1. Forward this packet to your institution's technology transfer or legal office and have an authorized signatory\* sign each agreement.
2. Return the entire packet to Addgene by upload, email, or fax (see directions below).

*\*An unauthorized signature will delay your MTA and order. The signatory must be authorized to sign intellectual property legal agreements on behalf of your entire institution. If your institution does not have a technology transfer or legal office, a dean or director may be authorized to sign.*

#### Instructions for Authorized Signatory:

1. Read the MTA implementing letters (see next page) and MTAs (see exhibits after the implementing letters) governing these requests.
2. Sign each implementing letter in this packet.
3. Return the entire packet to Addgene by email or fax (see directions below).

Note that the scientist named in this MTA packet has read and acknowledged the terms of the MTA through Addgene's website. A receipt of this acknowledgment is available upon request from [mta@addgene.org](mailto:mta@addgene.org).

*Interested in receiving MTAs by email and/or approving electronically? Contact us at [mta@addgene.org](mailto:mta@addgene.org).*

#### Instructions for Submitting Completed MTA to Addgene:

**Upload** a scanned copy of all the pages of the signed packet as a single PDF file to the Order 579154 Status checklist page (for use by Recipient Scientist or Order Contact)

or

**Email** a scanned copy of all the pages of the signed packet as a single PDF file to: [mta@addgene.org](mailto:mta@addgene.org).

or

**Fax** all the pages of the signed packet to: 1-888-734-0533 (US) or +1-617-300-8688 (International).

#### After Submission:

Addgene will review the signed MTA and send an email notification indicating whether we have approved it or not. Once we do approve the MTA, Addgene will process the order for 2-3 business days and then ship it out.

*Common reasons Addgene cannot approve an MTA: signatory is not an authorized legal representative, signatory information missing, pages missing, terms cut off in margins, emailed MTAs not sent as a PDF.*

**Questions?** Contact us at [mta@addgene.org](mailto:mta@addgene.org) or +1-617-225-9000.

Thank you for being a part of the Addgene community!

## Material Transfer Request (Order 579154) – Implementing Letter

Version 3.0.PL

Addgene is a non-profit repository for biological materials. A request has been made by Daniele Lecis at your Institution, Fondazione IRCCS "Istituto Nazionale dei Tumori" for biological materials from Ecole Polytechnique Federale de Lausanne (EPFL) that are stored at Addgene. As an authorized person for your Institution, you should review the details of the transfer of materials to your Institution.

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER (identified below) and RECIPIENT (identified below) and the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Material Transfer Agreements (listed below), for the purpose of this transfer.

The ORIGINAL MATERIAL being transferred has been deposited by the PROVIDER and is made available through Addgene to the RECIPIENT as a service to the scientific community.

### 1. PROVIDER: Organization providing the ORIGINAL MATERIAL

Organization: Ecole Polytechnique Federale de Lausanne (EPFL)

Address:

Ecole Polytechnique Federale de Lausanne (EPFL)  
Swiss Federal Institute of Technology (EPFL)  
Station 15  
CH-1015 Lausanne  
Switzerland

### 2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL

Organization: Fondazione IRCCS "Istituto Nazionale dei Tumori"

Address:

### 3. ORIGINAL MATERIAL:

12265 pHR-CMV-nlsCRE

ORIGINAL MATERIAL was requested on 29 Oct 2020

4. **Transmittal Fee:** The ORIGINAL MATERIAL is distributed by Addgene with a reasonable transmittal fee to reimburse Addgene for preparation, handling and distribution costs.

### 5. PROVIDER SCIENTIST:

Name: Didier Trono

Address:

Ecole Polytechnique Federale de Lausanne (EPFL)  
Swiss Federal Institute of Technology (EPFL)  
Station 15  
CH-1015 Lausanne  
Switzerland

### 6. RECIPIENT SCIENTIST:

Name: Daniele Lecis (PI: Daniele Lecis)

Address:

Daniele Lecis  
Fond IRCCS Ist Naz dei Tumori  
Via Amadeo 42  
Milan Italy 20133  
IT

7. The PROVIDER and PROVIDER SCIENTIST have agreed to distribute the ORIGINAL MATERIAL through Addgene under the Material Transfer Agreements (identified below).

8. Material Transfer Agreements: the following agreements are between RECIPIENT and PROVIDER.

UBMTA: See enclosed exhibit

Using a separate form not part of this implementing letter, RECIPIENT SCIENTIST has acknowledged to having read and understood the Material Transfer Agreements identified above.

By executing this implementing letter, RECIPIENT agrees to the terms of the Material Transfer Agreements identified above.

### 9. Additional Terms

No Warranties: OTHER THAN AS CONTAINED HEREIN, ADDGENE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ORIGINAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Limitation of Liability: to the extent permitted by law, RECIPIENT assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of the ORIGINAL MATERIAL. Addgene and its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the ORIGINAL MATERIAL by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Addgene. IN NO EVENT SHALL ADDGENE'S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY RECIPIENT TO ADDGENE FOR ORIGINAL MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

Indemnification: to the extent permitted by law, RECIPIENT shall indemnify and hold harmless Addgene, its agents and its successors and their respective directors, officers, members, employees, and agents, from and against any and all losses, claims, damages, expenses and liabilities arising at any time as a result of RECIPIENT's use and disposal of the ORIGINAL MATERIAL, RECIPIENT's breach of these Additional Terms, and RECIPIENT's breach of the applicable Material Transfer Agreements, except when caused by the gross negligence or willful misconduct of Addgene.

Conflicts: in the event of a conflict between these Additional Terms and the applicable Material Transfer Agreements that govern RECIPIENT's use of the ORIGINAL MATERIAL the applicable Material Transfer Agreements shall prevail.

By executing this implementing letter, RECIPIENT agrees to the Additional Terms as provided above.

**10. RECIPIENT ORGANIZATION CERTIFICATION:**

You, the person signing this form, certify that 1) you are the Authorized Representative whose name appears below, or you have been given authority by the Authorized Representative whose name appears below to complete this form, 2) the Authorized Representative has the authority to sign Material Transfer Agreements on behalf of RECIPIENT, 3) RECIPIENT is a non-profit research organization (qualified under a government or state non-profit statute), or a university or other institution of higher education, or a government agency conducting research, and 4) RECIPIENT agrees to the transfer of the ORIGINAL MATERIAL as described in this letter.

Authorized Representative: Please sign on next page.

Order: 579154

Provider: Ecole Polytechnique Federale de Lausanne (EPFL)

Agreed to by Provider per Deposit Agreement with Addgene.

Recipient: Fondazione IRCCS "Istituto Nazionale dei Tumori"

## Recipient Organization Authorized Signature Section

Authorized Representative Signature: (Authorized to sign on behalf of the Recipient Organization)

---

Authorized Representative Name (Please print in English):

---

Authorized Representative Job Position (For Example: Legal Counsel, Technology Transfer Officer, President, etc.):

---

Authorized Representative E-mail:

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Date:

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**Material Transfer Request (Order 579154) – Implementing Letter**

Version 3.0.PL

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The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER (identified below) and RECIPIENT (identified below) and the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Material Transfer Agreements (listed below), for the purpose of this transfer.

The ORIGINAL MATERIAL being transferred has been deposited by the PROVIDER and is made available through Addgene to the RECIPIENT as a service to the scientific community.

**1. PROVIDER:** Organization providing the ORIGINAL MATERIAL

Organization: J. David Gladstone Institutes

Address:

J. David Gladstone Institutes  
Intellectual Property Department  
The J. David Gladstone Institutes  
1650 Owens Street  
San Francisco, CA 94158

**2. RECIPIENT:** Organization receiving the ORIGINAL MATERIAL

Organization: Fondazione IRCCS "Istituto Nazionale dei Tumori"

Address:

**3. ORIGINAL MATERIAL:**

21965 pCMV4 p50

ORIGINAL MATERIAL was requested on 29 Oct 2020

**4. Transmittal Fee:** The ORIGINAL MATERIAL is distributed by Addgene with a reasonable transmittal fee to reimburse Addgene for preparation, handling and distribution costs.

**5. PROVIDER SCIENTIST:**

Name: Warner Greene

Address:

J. David Gladstone Institutes  
Intellectual Property Department  
The J. David Gladstone Institutes  
1650 Owens Street  
San Francisco, CA 94158

**6. RECIPIENT SCIENTIST:**

Name: Daniele Lecis (PI: Daniele Lecis)

Address:

Daniele Lecis  
Fond IRCCS Ist Naz dei Tumori  
Via Amadeo 42  
Milan Italy 20133  
IT

**7. The PROVIDER and PROVIDER SCIENTIST have agreed to distribute the ORIGINAL MATERIAL through Addgene under the Material Transfer Agreements (identified below).**

**8. Material Transfer Agreements:** the following agreements are between RECIPIENT and PROVIDER.

UBMTA: See enclosed exhibit

Using a separate form not part of this implementing letter, RECIPIENT SCIENTIST has acknowledged to having read and understood the Material Transfer Agreements identified above.

By executing this implementing letter, RECIPIENT agrees to the terms of the Material Transfer Agreements identified above.

**9. Additional Terms**

**No Warranties:** OTHER THAN AS CONTAINED HEREIN, ADDGENE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ORIGINAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

**Limitation of Liability:** to the extent permitted by law, RECIPIENT assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of the ORIGINAL MATERIAL. Addgene and its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the ORIGINAL MATERIAL by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Addgene. IN NO EVENT SHALL ADDGENE'S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY RECIPIENT TO ADDGENE FOR ORIGINAL MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

**Indemnification:** to the extent permitted by law, RECIPIENT shall indemnify and hold harmless Addgene, its agents and its successors and their respective directors, officers, members, employees, and agents, from and against any and all losses, claims, damages, expenses and liabilities arising at any time as a result of RECIPIENT's use and disposal of the ORIGINAL MATERIAL, RECIPIENT's breach of these Additional Terms, and RECIPIENT's breach of the applicable Material Transfer Agreements, except when caused by the gross negligence or willful misconduct of Addgene.

**Conflicts:** in the event of a conflict between these Additional Terms and the applicable Material Transfer Agreements that govern RECIPIENT's use of the ORIGINAL MATERIAL the applicable Material Transfer Agreements shall prevail.

By executing this implementing letter, RECIPIENT agrees to the Additional Terms as provided above.

**10. RECIPIENT ORGANIZATION CERTIFICATION:**

You, the person signing this form, certify that 1) you are the Authorized Representative whose name appears below, or you have been given authority by the Authorized Representative whose name appears below to complete this form, 2) the Authorized Representative has the authority to sign Material Transfer Agreements on behalf of RECIPIENT, 3) RECIPIENT is a non-profit research organization (qualified under a government or state non-profit statute), or a university or other institution of higher education, or a government agency conducting research, and 4) RECIPIENT agrees to the transfer of the ORIGINAL MATERIAL as described in this letter.

Authorized Representative: Please sign on next page.

Order: 579154

Provider: J. David Gladstone Institutes

Agreed to by Provider per Deposit Agreement with Addgene.

Recipient: Fondazione IRCCS "Istituto Nazionale dei Tumori"

## Recipient Organization Authorized Signature Section

Authorized Representative Signature: (Authorized to sign on behalf of the Recipient Organization)

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Authorized Representative Name (Please print in English):

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Authorized Representative Job Position (For Example: Legal Counsel, Technology Transfer Officer, President, etc.):

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Authorized Representative E-mail:

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Date:

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**Material Transfer Request (Order 579154) – Implementing Letter**

Version 3.0.PL

Addgene is a non-profit repository for biological materials. A request has been made by Daniele Lecis at your Institution, Fondazione IRCCS "Istituto Nazionale dei Tumori" for biological materials from Hubrecht Institute that are stored at Addgene. As an authorized person for your Institution, you should review the details of the transfer of materials to your Institution.

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER (identified below) and RECIPIENT (identified below) and the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Material Transfer Agreements (listed below), for the purpose of this transfer.

The ORIGINAL MATERIAL being transferred has been deposited by the PROVIDER and is made available through Addgene to the RECIPIENT as a service to the scientific community.

**1. PROVIDER:** Organization providing the ORIGINAL MATERIAL

Organization: Hubrecht Institute

Address:

Hubrecht Institute

**2. RECIPIENT:** Organization receiving the ORIGINAL MATERIAL

Organization: Fondazione IRCCS "Istituto Nazionale dei Tumori"

Address:

**3. ORIGINAL MATERIAL:**

62732 Cre Reporter

ORIGINAL MATERIAL was requested on 29 Oct 2020

**4. Transmittal Fee:** The ORIGINAL MATERIAL is distributed by Addgene with a reasonable transmittal fee to reimburse Addgene for preparation, handling and distribution costs.

**5. PROVIDER SCIENTIST:**

Name: Niels Geijsen

Address:

Hubrecht Institute

**6. RECIPIENT SCIENTIST:**

Name: Daniele Lecis (PI: Daniele Lecis)

Address:

Daniele Lecis  
Fond IRCCS Ist Naz dei Tumori  
Via Amadeo 42  
Milan Italy 20133  
IT

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UBMTA: See enclosed exhibit

Ancillary Agreement for Plasmids Containing FP Materials: See enclosed exhibit

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**Limitation of Liability:** to the extent permitted by law, RECIPIENT assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of the ORIGINAL MATERIAL. Addgene and its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the ORIGINAL MATERIAL by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Addgene. IN NO EVENT SHALL ADDGENE'S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY RECIPIENT TO ADDGENE FOR ORIGINAL MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

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9/22

Authorized Representative: Please sign on next page.

Order: 579154

Provider: Hubrecht Institute

Agreed to by Provider per Deposit Agreement with Addgene.

Recipient: Fondazione IRCCS "Istituto Nazionale dei Tumori"

**Recipient Organization Authorized Signature Section**

Authorized Representative Signature: (Authorized to sign on behalf of the Recipient Organization)

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Authorized Representative Name (Please print in English):

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Authorized Representative Job Position (For Example: Legal Counsel, Technology Transfer Officer, President, etc.):

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Authorized Representative E-mail:

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Date:

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## Material Transfer Request (Order 579154) – Implementing Letter

Version 3.0.PL

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### 1. PROVIDER: Organization providing the ORIGINAL MATERIAL

Organization: Hubrecht Institute

Address:

Hubrecht Institute

### 2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL

Organization: Fondazione IRCCS "Istituto Nazionale dei Tumori"

Address:

### 3. ORIGINAL MATERIAL:

65726 pLV-CMV-LoxP-DsRed-LoxP-eGFP

ORIGINAL MATERIAL was requested on 29 Oct 2020

4. **Transmittal Fee:** The ORIGINAL MATERIAL is distributed by Addgene with a reasonable transmittal fee to reimburse Addgene for preparation, handling and distribution costs.

### 5. PROVIDER SCIENTIST:

Name: Jacco van Rheenen

Address:

Hubrecht Institute

### 6. RECIPIENT SCIENTIST:

Name: Daniele Lecis (PI: Daniele Lecis)

Address:

Daniele Lecis  
Fond IRCCS Ist Naz dei Tumori  
Via Amadeo 42  
Milan Italy 20133  
IT

7. The PROVIDER and PROVIDER SCIENTIST have agreed to distribute the ORIGINAL MATERIAL through Addgene under the Material Transfer Agreements (identified below).

8. Material Transfer Agreements: the following agreements are between RECIPIENT and PROVIDER.

UBMTA: See enclosed exhibit

Ancillary Agreement for Plasmids Containing FP Materials: See enclosed exhibit

Using a separate form not part of this implementing letter, RECIPIENT SCIENTIST has acknowledged to having read and understood the Material Transfer Agreements identified above.

By executing this implementing letter, RECIPIENT agrees to the terms of the Material Transfer Agreements identified above.

### 9. Additional Terms

No Warranties: OTHER THAN AS CONTAINED HEREIN, ADDGENE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ORIGINAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Limitation of Liability: to the extent permitted by law, RECIPIENT assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of the ORIGINAL MATERIAL. Addgene and its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the ORIGINAL MATERIAL by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Addgene. IN NO EVENT SHALL ADDGENE'S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY RECIPIENT TO ADDGENE FOR ORIGINAL MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

Indemnification: to the extent permitted by law, RECIPIENT shall indemnify and hold harmless Addgene, its agents and its successors and their respective directors, officers, members, employees, and agents, from and against any and all losses, claims, damages, expenses and liabilities arising at any time as a result of RECIPIENT's use and disposal of the ORIGINAL MATERIAL, RECIPIENT's breach of these Additional Terms, and RECIPIENT's breach of the applicable Material Transfer Agreements, except when caused by the gross negligence or willful misconduct of Addgene.

Conflicts: in the event of a conflict between these Additional Terms and the applicable Material Transfer Agreements that govern RECIPIENT's use of the ORIGINAL MATERIAL the applicable Material Transfer Agreements shall prevail.

By executing this implementing letter, RECIPIENT agrees to the Additional Terms as provided above.

### 10. RECIPIENT ORGANIZATION CERTIFICATION:

You, the person signing this form, certify that 1) you are the Authorized Representative whose name appears below, or you have been given authority by the Authorized Representative whose name appears below to complete this form, 2) the Authorized Representative has the authority to sign Material Transfer Agreements on behalf of RECIPIENT, 3) RECIPIENT is a non-profit research organization (qualified under a government or state non-profit statute), or a university or other institution of higher education, or a government agency conducting research, and 4) RECIPIENT agrees to the transfer of the ORIGINAL MATERIAL as described in this letter.

12/22

Authorized Representative: Please sign on next page.



Order: 579154

Provider: Hubrecht Institute

Agreed to by Provider per Deposit Agreement with Addgene.

Recipient: Fondazione IRCCS "Istituto Nazionale dei Tumori"

## Recipient Organization Authorized Signature Section

Authorized Representative Signature: (Authorized to sign on behalf of the Recipient Organization)

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Authorized Representative Name (Please print in English):

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Authorized Representative Job Position (For Example: Legal Counsel, Technology Transfer Officer, President, etc.):

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Authorized Representative E-mail:

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Date:

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14/22

## Material Transfer Request (Order 579154) – Implementing Letter

Version 3.0.PL

Addgene is a non-profit repository for biological materials. A request has been made by Daniele Lecis at your Institution, Fondazione IRCCS "Istituto Nazionale dei Tumori" for biological materials from Stanford University that are stored at Addgene. As an authorized person for your Institution, you should review the details of the transfer of materials to your Institution.

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER (identified below) and RECIPIENT (identified below) and the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Material Transfer Agreements (listed below), for the purpose of this transfer.

The ORIGINAL MATERIAL being transferred has been deposited by the PROVIDER and is made available through Addgene to the RECIPIENT as a service to the scientific community.

### 1. PROVIDER: Organization providing the ORIGINAL MATERIAL

Organization: Stanford University

Address:

Stanford University  
Office of Technology Licensing  
Stanford University  
1705 El Camino Real  
Palo Alto, CA  
94306

### 2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL

Organization: Fondazione IRCCS "Istituto Nazionale dei Tumori"

Address:

### 3. ORIGINAL MATERIAL:

108543 pLV-EF1-Cre-PGK-Puro

ORIGINAL MATERIAL was requested on 29 Oct 2020

4. **Transmittal Fee:** The ORIGINAL MATERIAL is distributed by Addgene with a reasonable transmittal fee to reimburse Addgene for preparation, handling and distribution costs.

### 5. PROVIDER SCIENTIST:

Name: Javier Alcudia

Address:

Stanford University  
Office of Technology Licensing  
Stanford University  
1705 El Camino Real  
Palo Alto, CA  
94306

### 6. RECIPIENT SCIENTIST:

Name: Daniele Lecis (PI: Daniele Lecis)

Address:

Daniele Lecis  
Fond IRCCS Ist Naz dei Tumori  
Via Amadeo 42  
Milan Italy 20133  
IT

7. The PROVIDER and PROVIDER SCIENTIST have agreed to distribute the ORIGINAL MATERIAL through Addgene under the Material Transfer Agreements (identified below).

8. Material Transfer Agreements: the following agreements are between RECIPIENT and PROVIDER.

UBMTA: See enclosed exhibit

Using a separate form not part of this implementing letter, RECIPIENT SCIENTIST has acknowledged to having read and understood the Material Transfer Agreements identified above.

By executing this implementing letter, RECIPIENT agrees to the terms of the Material Transfer Agreements identified above.

### 9. Additional Terms

**No Warranties:** OTHER THAN AS CONTAINED HEREIN, ADDGENE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ORIGINAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

**Limitation of Liability:** to the extent permitted by law, RECIPIENT assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of the ORIGINAL MATERIAL. Addgene and its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the ORIGINAL MATERIAL by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Addgene. IN NO EVENT SHALL ADDGENE'S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY RECIPIENT TO ADDGENE FOR ORIGINAL MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

**Indemnification:** to the extent permitted by law, RECIPIENT shall indemnify and hold harmless Addgene, its agents and its successors and their respective directors, officers, members, employees, and agents, from and against any and all losses, claims, damages, expenses and liabilities arising at any time as a result of RECIPIENT's use and disposal of the ORIGINAL MATERIAL, RECIPIENT's breach of these Additional Terms, and RECIPIENT's breach of the applicable Material Transfer Agreements, except when caused by the gross negligence or willful misconduct of Addgene.

**Conflicts:** in the event of a conflict between these Additional Terms and the applicable Material Transfer Agreements that govern RECIPIENT's use of the ORIGINAL MATERIAL the applicable Material Transfer Agreements shall prevail.

By executing this implementing letter, RECIPIENT agrees to the Additional Terms as provided above.

**10. RECIPIENT ORGANIZATION CERTIFICATION:**

You, the person signing this form, certify that 1) you are the Authorized Representative whose name appears below, or you have been given authority by the Authorized Representative whose name appears below to complete this form, 2) the Authorized Representative has the authority to sign Material Transfer Agreements on behalf of RECIPIENT, 3) RECIPIENT is a non-profit research organization (qualified under a government or state non-profit statute), or a university or other institution of higher education, or a government agency conducting research, and 4) RECIPIENT agrees to the transfer of the ORIGINAL MATERIAL as described in this letter.

Authorized Representative: Please sign on next page.

Order: 579154

Provider: Stanford University

Agreed to by Provider per Deposit Agreement with Addgene.

Recipient: Fondazione IRCCS "Istituto Nazionale dei Tumori"

## Recipient Organization Authorized Signature Section

Authorized Representative Signature: (Authorized to sign on behalf of the Recipient Organization)

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Authorized Representative Name (Please print in English):

---

Authorized Representative Job Position (For Example: Legal Counsel, Technology Transfer Officer, President, etc.):

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Authorized Representative E-mail:

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Date:

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**Material Transfer Request (Order 579154) – Implementing Letter**

Version 3.0.PL

Addgene is a non-profit repository for biological materials. A request has been made by Daniele Lecis at your institution, Fondazione IRCCS "Istituto Nazionale dei Tumori" for biological materials from Trustees of Boston University that are stored at Addgene. As an authorized person for your institution, you should review the details of the transfer of materials to your institution.

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER (identified below) and RECIPIENT (identified below) and the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Material Transfer Agreements (listed below), for the purpose of this transfer.

The ORIGINAL MATERIAL being transferred has been deposited by the PROVIDER and is made available through Addgene to the RECIPIENT as a service to the scientific community.

1. PROVIDER: Organization providing the ORIGINAL MATERIAL

Organization: Trustees of Boston University

Address:

Trustees of Boston University  
Office of Technology Development  
53 Bay State Road  
Boston MA 02215

2. **RECIPIENT:** Organization receiving the ORIGINAL MATERIAL

Organization: Fondazione IRCCS "Istituto Nazionale dei Tumori"

Address:

### 3. ORIGINAL MATERIAL:

126700 pHAGE2-EF1aL-Cre-IRES-NeoR-W

ORIGINAL MATERIAL was requested on 29 Oct 2020

**4. Transmittal Fee:** The ORIGINAL MATERIAL is distributed by Addgene with a reasonable transmittal fee to reimburse Addgene for preparation, handling and distribution costs

5. PROVIDER SCIENTIST:

Name: Darrell Kotton

Address:

Trustees of Boston University  
Office of Technology Development  
53 Bay State Road  
Boston MA 02215

## 6. RECIPIENT SCIENTIST:

Name: Daniele Lecis (PI: Daniele Lecis)

**Address:**

Daniele Lecis  
Fond IRCCS Ist Naz dei Tumori  
Via Amadeo 42  
Milan Italy 20133  
IT

7. The PROVIDER and PROVIDER SCIENTIST have agreed to distribute the ORIGINAL MATERIAL through Addgene under the Material Transfer Agreements (identified below).

8. Material Transfer Agreements: the following agreements are between RECIPIENT and PROVIDER.

UBMTA: See enclosed exhibit

Using a separate form not part of this implementing letter, RECIPIENT SCIENTIST has acknowledged to having read and understood the Material Transfer Agreements identified above.

By executing this implementing letter, RECIPIENT agrees to the terms of the Material Transfer Agreements identified above.

## 9. Additional Terms

**No Warranties:** OTHER THAN AS CONTAINED HEREIN, ADDGENE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ORIGINAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Limitation of Liability: to the extent permitted by law, RECIPIENT assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of the ORIGINAL MATERIAL. Addgene and its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the ORIGINAL MATERIAL by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Addgene. IN NO EVENT SHALL ADDGENE'S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY RECIPIENT TO ADDGENE FOR ORIGINAL MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

Indemnification: to the extent permitted by law, RECIPIENT shall indemnify and hold harmless Addgene, its agents and its successors and their respective directors, officers, members, employees, and agents, from and against any and all losses, claims, damages, expenses and liabilities arising at any time as a result of RECIPIENT's use and disposal of the ORIGINAL MATERIAL, RECIPIENT's breach of these Additional Terms, and RECIPIENT's breach of the applicable Material Transfer Agreements, except when caused by the gross negligence or willful misconduct of Addgene.

Conflicts: in the event of a conflict between these Additional Terms and the applicable Material Transfer Agreements that govern RECIPIENT's use of the ORIGINAL MATERIAL the applicable Material Transfer Agreements shall prevail.

By executing this implementing letter, RECIPIENT agrees to the Additional Terms as provided above.

10. RECIPIENT ORGANIZATION CERTIFICATION:

You, the person signing this form, certify that 1) you are the Authorized Representative whose name appears below, or you have been given authority by the Authorized Representative whose name appears below to complete this form, 2) the Authorized Representative has the authority to sign Material Transfer Agreements on behalf of RECIPIENT, 3) RECIPIENT is a non-profit research organization (qualified under a government or state non-profit statute), or a university or other institution of higher education, or a government agency conducting research, and 4) RECIPIENT agrees to the transfer of the ORIGINAL MATERIAL as described in this letter.

Authorized Representative: Please sign on next page.



## UBMTA

## Uniform Biological Material Transfer Agreement

## I. Definitions:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.
2. PROVIDER SCIENTIST: The name and address of this party will be specified in an implementing letter.
3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.
4. RECIPIENT SCIENTIST: The name and address of this party will be specified in an implementing letter.
5. ORIGINAL MATERIAL: The description of the material being transferred will be specified in an implementing letter.
6. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
7. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
8. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.
9. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.
10. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.
11. NONPROFIT ORGANIZATION(S): A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)(3)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute. As used herein, the term also includes government agencies.

## II. Terms and Conditions of this Agreement:

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.
3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:
  - a) is to be used solely for teaching and academic research purposes;
  - b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;
  - c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and
  - d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.
4. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate implementing letter to this Agreement or other agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANIZATION(S)) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.
5. a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.  
 b) Under a separate implementing letter to this Agreement (or an agreement at least as protective of the PROVIDER's rights), the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION(S) for research and teaching purposes only.  
 c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.
6. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.
7. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER 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 part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.
8. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.
9. 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 PROPRIETARY RIGHTS.
10. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the





**Ancillary Agreement for Plasmids Containing FP Materials**

Please consult the UBMTA for definitions of MATERIAL, RECIPIENT and RECIPIENT SCIENTIST regarding this transfer of the MATERIAL.

By agreeing to this Ancillary Agreement, the RECIPIENT and RECIPIENT SCIENTIST acknowledge the following:

1) The Regents of the University of California, through its San Diego campus (UCSD) is the owner of certain GFP and RFP materials ("FP MATERIAL"), and retains ownership rights to FP Material incorporated in any derivative materials made by the RECIPIENT. FP Material is covered by certain issued patents and pending patents owned by UCSD and other third parties.

2) The RECIPIENT and RECIPIENT SCIENTIST understand that the FP MATERIAL is experimental in nature and may have hazardous properties. UCSD 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 PROPRIETARY RIGHTS.

Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of FP MATERIAL. UCSD will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of FP MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of UCSD as determined by a court of competent jurisdiction.

The distribution of the FP MATERIAL by Addgene is not meant to carry with it, and does not grant any license, express or implied, under any patent.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.