

~~BAYLOR COLLEGE OF MEDICINE~~  
~~MATERIAL TRANSFER AGREEMENT~~  
~~GENERAL TRANSFER AGREEMENT~~  
DECRETO DEL DIRETTORE GENERALE 991/2024 - Allegato Utente 1 (A01)  
(MATERIALS ARE NOT FOR USE IN HUMAN SUBJECTS)

This MATERIAL TRANSFER AGREEMENT (hereinafter called “**Agreement**”), effective as of the date of the last signature (hereinafter called “**Effective Date**”), is made

BY AND BETWEEN

Baylor College of Medicine, established in One Baylor Plaza, Houston, TX 77030-3411, legally represented by the Director of Academic Research Contracts, Dr. Kimberly Weiderhold

AND

Fondazione IRCCS Istituto Nazionale dei Tumori, established in Via Giacomo Venezian 1, 20133 Milano, Italy, organized under Italian laws, under the Ministero della Salute and Regione Lombardia, represented by the General Manager, Dr. Carlo Nicora

I. Definitions:

1. PROVIDER: Baylor College of Medicine
2. ADDRESS: One Baylor Plaza, Houston, TX 77030-3411
3. PROVIDER SCIENTIST: Jason Yustein, MD, PhD
4. RECIPIENT INSTITUTION: Fondazione IRCCS Istituto Nazionale dei Tumori in Milan, Italy,
5. ADDRESS: Via Giacomo Venezian 1, 20135, Milano
6. RECIPIENT SCIENTISTS: Sandro Pasquali and Patrizia Gasparini
7. ORIGINAL MATERIAL:  
**Murine Rhabdomyosarcoma cell lines:**
  - ☒ KMR19
  - ☒ KMR46
  - ☒ KMR72

*Murine cell lines were developed by Dr. Jason Yustein while employed at PROVIDER. PROVIDER has previously transferred Original Material to Dr. Enrico Pozzo at KU Leuven, who will ship Original Material to Recipient on behalf of PROVIDER.*

8. 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.
9. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
10. 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.

11. MODIFICATIONS: Substances created by the RECIPIENT, which contain/incorporate the MATERIAL.
12. 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.
13. 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)) 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. PROVIDER hereby grants RECIPIENT a free of charge non-transferable, non-exclusive license to use the MATERIAL subject to the terms and conditions of this Agreement. 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 in good faith between the Parties in a separate agreement taking into account their role and contribution.
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 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 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 RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.
  11. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.
  12. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable laws and regulations such as, for example, those relating to research involving the use of animals or recombinant DNA.
  13. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, through reagent catalogs or public depositories or (b) on completion of the RECIPIENT's current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, provided that:

(a) if termination should occur under 13(a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and

(b) if termination should occur under 13(b) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS;

and

(c) in the event the PROVIDER terminates this Agreement under 13(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

14. Paragraphs 6, 9, and 10 of this Part II of the Agreement shall survive termination.
15. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. Transmittal Fee to reimburse the PROVIDER for preparation and distribution costs (optional). Amount: N/A.
16. Without reference to the applicable law, all disputes arising out of or in connection with this Agreement, which the Parties were not able to solve amicably, shall be finally settled by the competent courts of the country of the defending Party.
17. This Agreement may not be modified or supplemented, nor may any provision or the benefit thereof be waived, except by a written instrument duly signed by both Parties.

**BAYLOR COLLEGE OF MEDICINE**

AUTHORIZED SIGNATORY:

Signature:

\_\_\_\_\_  
Kimberly Weiderhold  
Director, Academic Research Contracts

\_\_\_\_\_  
Date

Read and Understood by:  
Signature:

**RECIPIENT**

AUTHORIZED SIGNATORY:

Signature:

\_\_\_\_\_  
Carlo Nicora  
General Manager

\_\_\_\_\_  
Date

Read and Understood by:  
Signature:

N/A – former BCM Employee  
PROVIDER SCIENTIST

Jason Yustein, MD, PhD  
Name

\_\_\_\_\_  
Date

RECIPIENT SCIENTIST

Sandro Pasquali  
Name

\_\_\_\_\_  
Date

Signature:

RECIPIENT SCIENTIST

Patrizia Gasparini  
Name

\_\_\_\_\_  
Date

Questions regarding this Agreement  
shall be referred to:

Sponsored Programs  
Baylor College of Medicine  
One Baylor Plaza, M/S BCM 310  
Houston, TX 77030  
713 798-1297  
mta@bcm.edu

Address where Materials should be shipped:

N/A – KU Leuven will ship Materials to Recipient