

BIOLOGICAL MATERIAL TRANSFER AGREEMENT

To: **FOR-PROFIT RECIPIENT INSTITUTION and
RECIPIENT SCIENTIST** (“RECIPIENT”)

Address:

From: **DONOR INSTITUTION and
DONOR SCIENTIST** (“DONOR”)

Address:

From: **THE HOSPITAL FOR SICK CHILDREN host of
CANADIAN MOUSE MUTANT REPOSITORY** (“SICK KIDS”)

Address 555 University Avenue
Toronto, Ontario M5G 1X8
CANADA

Re: Biological material identified as _____ (hereinafter the
“**MATERIAL**”).

In response to **RECIPIENT**'s request for the above-identified **MATERIAL**, **SICK KIDS** asks that **RECIPIENT** agree to the following before receiving **MATERIAL**.

1. The above **MATERIAL** is owned by the **DONOR** and is made available through **SICK KIDS** to the **RECIPIENT** as a service to the research community. Any progeny or unmodified derivatives will remain the sole property of the **DONOR**.
2. The **MATERIAL** will be transferred to and used only at the **RECIPIENT**'s research facilities under the direction of Dr. _____ (“**RECIPIENT SCIENTIST**”).
3. **RECIPIENT** and **RECIPIENT SCIENTIST** shall not further distribute or release the **MATERIAL** to any third party other than its scientists and laboratory personnel under the direct supervision of the **RECIPIENT SCIENTIST**, and will ensure that no one will be allowed to take or send the **MATERIAL** to any other location or affiliate, unless prior written permission is obtained from **SICK KIDS**. Affiliate will mean any corporation, partnership or other business entity controlled by, controlling or under common control with any party or signatory to the agreement. **RECIPIENT** shall refer any request for the **MATERIAL** to **SICK KIDS**.
4. Specifically, the **MATERIAL** will be used solely for the study of:
(attach an additional sheet if required)
5. The **MATERIAL** will be used for internal research and development purposes only, as described in Article 4 above. The **MATERIAL** will not be used for any other purpose, including the

production of products for sale or for any other commercial purposes. Should the research vary from that for which the **MATERIAL** was originally provided, **RECIPIENT** agrees to obtain **SICK KIDS**'s prior written consent before commencing such work using the **MATERIAL**.

6. **THE MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS UNDER ANY CIRCUMSTANCES**, including but not limited to clinical trials and diagnostic testing purposes.
7. **RECIPIENT** shall promptly notify the **DONOR** of any inventions made during the research and development using the **MATERIAL**. Subject to pre-existing contractual obligations, **RECIPIENT** hereby grants the **DONOR** a worldwide, royalty-free, non-exclusive, unrestricted, sub-licensable license to practice the invention for any purpose under any property right **RECIPIENT** might acquire.
8. **RECIPIENT** agrees to inform **DONOR**, on request, of the results of the research using the **MATERIAL**. **RECIPIENT** further agrees to provide the **DONOR** with a copy of any publication containing results obtained in the course of the research using the **MATERIAL** and to acknowledge the **DONOR** as the provider of the **MATERIAL** in any publication or presentation of such results.
9. Any **MATERIAL** delivered pursuant to this agreement is understood to be experimental in nature and may have hazardous properties. **SICK KIDS AND THE DONOR MAKES NO REPRESENTATIONS AND EXTEND 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. RECIPIENT AGREES THAT ALL ANIMAL AND HUMAN MATERIALS HAVE THE POTENTIAL FOR CARRYING VIRUSES, LATENT VIRAL GENOMES AND OTHER INFECTIONS AGENTS.**
10. By accepting the **MATERIAL**, **RECIPIENT** agrees to assume sole responsibility for the safe transfer, handling, storage, use and disposal of the **MATERIAL**. **RECIPIENT** will defend, indemnify and hold harmless, the **DONOR** and **SICK KIDS**, their fellows, officers, trustees, directors, employees, and agents against any and all claims, including liabilities, demands, damages, expenses (including legal fees and expenses), costs, losses, actions, suits and proceedings of any kind, arising from or connected with this agreement and the **RECIPIENT**'s acceptance, transfer, use, storage, handling and disposal of the **MATERIAL**. **RECIPIENT** will maintain sufficient policy or policies of insurance. The amounts of insurance coverage shall not be construed to create a limit of **RECIPIENT**'s liability with respect to its indemnification under this agreement. **RECIPIENT** will provide evidence of such insurance upon written request of **SICK KIDS** and will provide **SICK KIDS** thirty (30) days prior written notice of cancellation or non-renewal of its coverage.
11. This agreement will terminate on thirty days written notice by either party. Upon the effective date of termination, **RECIPIENT** shall cease to use **MATERIAL** and will, upon the direction of the **DONOR**, return or destroy any remaining **MATERIAL**. In the event that **SICK KIDS** terminates this agreement, other than for breach of this agreement or for cause such as imminent health risk, **SICK KIDS** may, in its sole discretion, defer the effective date of termination for a period of up to one year, upon request from **RECIPIENT**, to permit completion of research in progress.
12. Nothing in this agreement shall create or be construed to create any license to **RECIPIENT** or any a partnership or joint venture between the parties or any obligation, express or implied on the part

of **SICK KIDS** to enter into any other agreement. This letter constitutes our entire agreement with regard to the subject matter hereof, and there are no other promises, representations or understandings, written or oral, not set forth herein. This agreement may not be changed except by written instrument signed by all parties hereto.

13. The **RECIPIENT** agrees to use the **MATERIAL** in compliance with all-applicable governmental statutes, regulations and guidelines applicable to the **MATERIAL**.
14. This agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Ontario and all courts competent to hear appeals therefrom.
15. This agreement may not be assigned, whether by operation of law or otherwise, delegated, or sub-contracted without the prior written consent of the **SICK KIDS**.
16. **RECIPIENT** agrees to refrain from using and to require Affiliates to refrain from using the name of the **SICK KIDS** in publicity or advertising without the prior written approval of that entity.
17. **RECIPIENT** acknowledges and agrees this agreement is enforceable by the **DONOR** against the **RECIPIENT**.
18. Articles 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18 and 19 shall survive termination.
19. The **MATERIAL** is provided by **SICK KIDS** with a transmittal fee to reimburse **SICK KIDS** for its preparation and distribution costs (excluding freight charges): (insert fee) _____. The **RECIPIENT** will pay the transmittal fee within thirty (30) days of receipt of invoice from the **SICK KIDS**. Charges for freight shipping must also be paid by the **RECIPIENT**.

Please sign two (2) copies of the Biological Material Transfer Agreement and return to **SICK KIDS**.

NOTE: If your research involves human tissue or biological fluids, then you must return with this letter a copy of the Research Ethics approval from your institution, in order to approve transfer of our materials.

RECIPIENT INSTITUTION

Recipient Authorized Signature

Date

Name of Recipient Official:

(type or print)

Title of Recipient Official:

Recipient Scientist(s): I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the **MATERIAL**.

Signature

Date

THE HOSPITAL FOR SICK CHILDREN

Dr. Stuart Howe
Director, Awards & Business Development

Date