

### **Biological Material Transfer Agreement**

In response to the RECIPIENT's request for certain plasmids known as FLEXGene Clones ("MATERIALS"), President and Fellows of Harvard College ("HARVARD") requires that RECIPIENT agree to the following before the RECIPIENT receives the MATERIALS.

1. The MATERIALS are the property of HARVARD and are made available as a service to the research community.
2. MATERIALS ARE NOT FOR USE IN HUMANS.
3. MATERIALS will be used for RECIPIENT's research purposes only.
4. MATERIALS will not be further distributed to others. The RECIPIENT shall refer any request for the MATERIALS to HARVARD or a HARVARD authorized distributor. To the extent supplies are available, HARVARD agrees to make MATERIALS available, under a separate Agreement to other scientists, upon request, for research purposes only.
5. The RECIPIENT agrees to acknowledge the Harvard Medical School as the source of MATERIALS in any publications reporting its use.
6. Any MATERIALS delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. HARVARD 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 MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
7. RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the transfer, use, storage or disposal of MATERIALS. RECIPIENT shall indemnify, defend and hold harmless HARVARD and its current or former directors, governing board members, trustees, officers, faculty, medical and professional staff, employees, students and agents and their respective successors, heirs and assigns from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) based upon, arising out of or otherwise relating to its use, storage or disposal of the MATERIALS.
8. The RECIPIENT agrees to use MATERIALS in compliance with all applicable statutes and regulations.
9. The MATERIALS are provided at a predetermined preparation and distribution cost or for a direct collaboration.

**Agreed to and Accepted:**

RECIPIENT

Company Name: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Signatory's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_