

Biological Material Transfer Agreement

In response to the Recipient's ACCEPTENCE of FLEXGene clones the recipient stipulates to having read and agrees to the following:

1. FLEXGene clones are the property of HARVARD and are made available as a service to the academic community.
2. FLEXGENE CLONES ARE NOT FOR USE IN HUMANS.
3. FLEXGene Clones will be used for teaching and/or not-for-profit research purposes only. The FLEXGene Clones may not be used for commercially-sponsored research purposes.
4. FLEXGene Clones will not be further distributed to others. The RECIPIENT shall refer any request for the FLEXGene Clones to HARVARD or a HARVARD authorized distributor. To the extent supplies are available, HARVARD agrees to make FLEXGene Clones available, under a separate Agreement to other academic scientists for teaching and/or not-for-profit research purposes only. Transfer to and/or use by any commercial entity is prohibited.
5. The RECIPIENT agrees to acknowledge the PlasmID Repository at Harvard Medical School as the source of FLEXGene Clones in any publications reporting its use.
6. Any FLEXGene Clones 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 ADD NAME OF SET WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the transfer, use, storage or disposal of FLEXGene Clones.
7. The RECIPIENT agrees to use FLEXGene Clones in compliance with all applicable statutes and regulations.
8. FLEXGene Clones are provided at a predetermined preparation and distribution cost or for a direct collaboration.

SIGNATURES ON NEXT PAGE

Recipient Information and Authorized Signature

Recipient Scientist (print name): _____

Recipient Institution: _____

Address: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Authorized Official: _____ Date: _____

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them.

Recipient Scientist: _____ Date: _____