

**TRANSFER ADDENDUM TO THE BEI MTA FOR MATERIALS INCORPORATING THE GENE FOR A  
FLUORESCENT PROTEIN DERIVED FROM *Aequorea victoria***

The materials requested by you from BEI Resources (“Materials”) incorporate the gene for a fluorescent protein derived from [Aequorea victoria](#), which is supplied pursuant to a license from Life Technologies Corporation (“LTC”) to American Type Culture Collection (“ATCC”) under patents owned by one or more of The Regents of the University of California (“UC”), The Board of Trustees of the Leland Stanford Junior University (“Stanford”), General Electric Corporation (“GE”) and Fisher Biolmage ApS (“Biolmage”), and Tokyo Metropolitan Institute of Medical Science (The Institute of Physical and Chemical Research in Japan) (“Riken”). The terms under which BEI Resources and ATCC acquired the gene for the fluorescent protein derived from [Aequorea victoria](#) include the right to transfer materials containing such gene to Recipient Institution for your use on the terms set forth herein. If your entity has previously executed a blanket Material Transfer Agreement with BEI Resources (“MTA”), this Transfer Addendum is incorporated into and made a part of that MTA. Wherever the terms of the Transfer Addendum and the MTA conflict, this Transfer Addendum shall control.

While BEI Resources cannot transfer ownership of these Materials to you, it will be pleased to permit your use of these Materials within your laboratory for your use in scientific research. However, before providing them to you, BEI Resources requires Recipient Institution’s agreement that (i) the Materials will be received by Recipient Institution only for your use in scientific research (which includes use by others in your laboratory who work under your supervision), (ii) that you and Recipient Institution will not use or enable others to use the Materials for Commercial Purposes, (iii) that Recipient Institution or you will not pass on the Materials or their progeny or derivatives to any other entity for any reason without the prior written consent of LTC, such consent not to be unreasonably withheld.

“Commercial Purposes” means any activity by a party for consideration and may include, but is not limited to: (1) use of any of the Materials or their progeny or derivatives in manufacturing; (2) use of any of the Materials or their progeny or derivatives to provide a service (including screening), information, or data for consideration (provision of information, such as reports, to agencies providing grants to your institution is not a Commercial Purpose); (3) use of any of the Materials or their progeny or derivatives for therapeutic, diagnostic or prophylactic purposes; or (4) resale of the Materials or their progeny or derivatives, whether or not such Materials or their progeny or derivatives are resold for use in research.

You and Recipient Institution understand and acknowledge that no other right or license to the Materials, their progeny and unmodified derivatives or derivatives that are not modifications is granted or implied as a result of BEI Resources’ transfer of these Materials to you.

These Materials are to be used with caution and prudence since their characteristics are unknown, and Recipient Institution confirms that all use will occur under the supervision of a technically qualified individual.

Recipient Institution acknowledges and agrees that (i) Recipient Institution assumes all liability for any damages which may arise from Recipient Institution’s use, storage or disposal of the Materials, their progeny and derivatives and (ii) none of UC, the Howard Hughes Medical Institute, Stanford, GE, Biolmage, Riken, LTC, ATCC, or BEI Resources or any of their respective managers, directors, officers, employees, sponsors, or agents (collectively the “Limited Liability Parties”) will be liable to Recipient Institution or any third party for any loss, claim or demand made by Recipient Institution, or made against Recipient Institution by any other party, due to or arising from your use, storage, disposal or onward transfer of the Materials, except to the extent permitted by law when caused by the gross negligence or willful misconduct of any of Limited Liability Parties.

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If you or your Recipient Institution does not agree to accept the Materials under the above conditions, you must return the Materials directly to BEI Resources as soon as practicable.