

## Material Transfer Agreement – For-Profit Company

This Agreement, (“**Agreement**”), entered into on the last date of signature on this Agreement, is between Fred Hutchinson Cancer Research Center (“**Fred Hutch**”), having a principal office at 1100 Fairview Avenue North, Seattle, WA 98109, USA and **Company**, as defined below. This Agreement governs an arrangement whereby Dr. Jesse Bloom (“**Fred Hutch Scientist**”) of Fred Hutch may allow the Material described below to be provided by BEI Resources, a NIIAD funded Biorepository, to **Company Scientist**, as defined below, of Company. Fred Hutch and Company hereby agree as follows:

### I. Definitions:

1. “**Original Material(s)**” shall mean HEK-293T-hACE2 Cell Line, developed by Dr. Jesse Bloom, a Howard Hughes Medical Institute (“HHMI”) Investigator at its lab at Fred Hutch.
2. “**Material(s)**” shall mean Original Material, Progeny, and Unmodified Derivatives. The Material shall not include: (a) Modifications or (b) other substances created by Company through the use of the Materials which are not Modifications, Progeny, or Unmodified Derivatives.
3. “**Progeny**” shall mean unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.
4. “**Unmodified Derivative(s)**” shall mean substances created by the Company 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 Fred Hutch, or monoclonal antibodies secreted by a hybridoma cell line.
5. “**Modification(s)**” shall mean substances created by the Company that contain/incorporate the Material.
6. “**Commercial Purpose(s)**” shall mean 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 Materials or Modifications by any organization, including Company, 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. However, industrially sponsored academic research shall not be considered a use of the Material or Modifications for Commercial Purposes per se, unless any of the above conditions of this definition are met.
7. “**Research Plan**” shall mean the internal research project as described in Exhibit A that the Company will undertake with the Material.
8. “**Company**” as defined on signature page.
9. “**Company Scientist**” as defined on signature page.

### II. Terms and Conditions

1. Ownership.
  - i. Fred Hutch retains ownership of the Material, including any Material contained or incorporated in Modifications.
  - ii. The Company retains ownership of: (a) Modifications (except that, Fred Hutch 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).
  - iii. The Company 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 Company under any patents, patent applications, trade secrets or other proprietary rights of Fred Hutch, including any altered forms of the Material made by Fred Hutch. In particular, no express or implied licenses or other rights are provided to use the Material, Modifications, or any related patents of Fred Hutch for Commercial Purposes.

2. Use of the Material.

- i. Company and Company Scientist will use the Material and Modifications only for internal research purposes as described in the Research Plan and will not use the Material for any Commercial Purposes.
- ii. Without written consent from Fred Hutch, the Company may not provide Modifications or commercial products or processes derived from the Material or Modifications for Commercial Purposes. It is recognized by Company that such Commercial Purposes may require a commercial license from Fred Hutch and Fred Hutch has no obligation to grant a commercial license. Fred Hutch is free to distribute the Material to third parties and may grant exclusive or nonexclusive licenses to third parties for use of the Material.
- iii. Company and Company Scientist will not use the Material or Modifications in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.
- iv. Company and Company Scientist will comply with all laws and regulations concerning the use of the Material and Modifications, including applicable National Institute of Health guidelines.
- v. Company and Company Scientist shall not copy or reverse engineer any Material without the disclosing party's written consent.

3. Transfer.

- i. The Material is to be used only at the Company and only in the Company Scientist's laboratory under the direction of the Company Scientist or others working under his or her direct supervision.
- ii. The Material will not be transferred to anyone else within the Company or to any third party without the prior written consent of Fred Hutch.
- iii. Upon final execution, Fred Hutch shall notify BEI Resources, supplier of the Material, that Fred Hutch and Company have executed the Agreement and grant permission to BEI Resources to provide Company the Material.

4. Publication. Company Scientist may publish the results of his or her research with the Material in scientific journals. Company Scientist agrees to acknowledge the contribution of Fred Hutch Scientist as the provider of the Material.

5. Warranty. The Material is understood to be experimental in nature and may have hazardous properties. FRED HUTCH HAS MADE AND MAKES NO WARRANTIES TO COMPANY OR COMPANY SCIENTIST WHATSOEVER REGARDING THE QUALITY OF THE MATERIAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO FITNESS OF THE MATERIALS FOR ANY PARTICULAR PURPOSE. FRED HUTCH FURTHER MAKES NO WARRANTY THAT THE MATERIAL, OR USE THEREOF, DOES NOT INFRINGE PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF OTHERS.

6. Hold Harmless. To the extent permitted by applicable law, Company will hold Fred Hutch harmless from and be responsible for any liability for, and will defend Fred Hutch

from any claims or damages, including attorneys fees, resulting from, arising out of or in any way relating to Company's or Company Scientist's use of the Material, except for any such claims or damages (including attorney's fees) arising out of gross negligence, recklessness, or willful misconduct of Fred Hutch.

7. HHMI and its trustees, officers, employees, and agents (collectively, "HHMI Indemnitees"), will be indemnified, defended by counsel acceptable to HHMI, and held harmless by Company 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 defense) (collectively, "Claims"), based upon, arising out of, or otherwise relating to this Agreement, or the use, handling, storage, or disposition of the Material or Modifications by Company or others who possess the Material or Modifications through a chain of possession leading back, directly or indirectly, to Company, including without limitation any cause of action relating to product liability. The previous sentence will not apply to any Claim that is determined with finality by a court of competent jurisdiction to result solely from the gross negligence or willful misconduct of an HHMI Indemnitee. Notwithstanding any other provision of this Agreement, Company's obligation to defend, indemnify and hold harmless the HHMI Indemnitees under this paragraph will not be subject to any limitation or exclusion of liability or damages or otherwise limited in any way. The terms of this Section 7 will survive any termination or expiration of this Agreement.
8. HHMI is not a party to this Agreement and has no liability to Company or any user of anything covered by this Agreement, but HHMI is an intended third-party beneficiary of this Agreement and certain of its provisions are for the benefit of HHMI and are enforceable by HHMI in its own name. The terms of this Section 8 will survive any termination or expiration of this Agreement.
9. Termination. This Agreement will terminate on the earliest of the following dates: (a) on completion of the Company's current research with the Material, or (b) on thirty (30) days written notice by either party to the other. At the request of Fred Hutch, Company will destroy any remaining Material.

The parties to this Agreement, Fred Hutch and Company, hereby indicate their agreement to the terms of this Agreement by affixing the signature below of an appropriate representative or officer who is specifically authorized to execute documents of this type.

**Fred Hutch**

By: \_\_\_\_\_

Name: Patrick Shelby

Title: Director, Technology Management

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

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

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Email: \_\_\_\_\_

Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Company Scientist by affixing their signatures below, acknowledge that they have read and understood the terms of this Agreement.

**Company Scientist**

By: \_\_\_\_\_

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

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

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

**Exhibit A**  
**Research Plan**

[[Insert description of Company research]]