

Customer Materials Transfer Agreement

US CUSTOMERS

1. Definitions

In this Agreement:

1.1 “**GSL**” means Geneservice Limited, whose registered office is at 2 Cambridge Science Park, Milton Road, Cambridge, CB4 0FE, UK;

1.2 “**GRL**” means Genome Research Limited, registered charity no 1021457, of 215 Euston Road, London NW1 2BE, UK, and

1.3 “**Materials**” means the biological materials to be supplied to the Customer under this Agreement.

Delivery of the Materials

2.1 GSL shall send to each Customer the Materials in a manner consistent with the optimum stability and safe delivery of the Materials as described in the product specification sheet including protocols.

2.2 GSL shall provide the Customer with any protocols of the Materials that GRL may have issued to GSL.

3. Use of the Materials

3.1 The Customer shall ensure that the Materials are:

3.1.1 not administered to human subjects;

3.1.2 handled and stored in accordance with any reasonable protocols provided to the Customer pursuant to Clause 2.2; and

3.1.3 not made available to anyone other than personnel of the Customer engaged in carrying out the Customer’s research.

4. Intellectual Property Rights

4.1 GSL hereby grants to the Customer a non-exclusive worldwide royalty-free research licence to use the Materials only for the purposes of research.

4.2 GSL and GRL make no warranty or representation that the Materials do not and will not infringe the intellectual property of a third party. GSL and GRL hereby exclude to the fullest extent permitted by law any liability arising (whether directly or indirectly) from any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by Customer arising from a claim by a third party that the use of the Materials infringes the intellectual property of the third party.

4.3 Nothing in this Agreement shall operate to transfer to the Customer any intellectual property rights of GRL in the Materials.

4.4 All intellectual property rights (including, without limitation, design rights, copyrights, database rights, rights in confidential information and know-how and the right to apply for patents) and all results, data and discoveries arising out of the Customer’s research shall belong to the Customer. Except as provided in Clause 4.6, GRL and GSL shall have no right or licence in respect of such intellectual property rights, results, data and/or discoveries.

4.5 In this Agreement, "Invention" shall mean a patentable invention developed by the Customer in the course of its research using the Materials that relates directly and principally to the Materials.

4.6 The Customer will notify GSL upon filing a patent application on any Invention its employees make while using the Materials furnished to the Customer under this Agreement. The Customer will seriously consider GRL's request for a nonexclusive, partially exclusive, or exclusive royalty bearing license to make, use and/or sell products embodying the invention as claimed in the filed patent application, subject to the terms of 35 USC 207, 208, 209 and 15 USC 3710 and the implementing regulations.

4.7 Any publication of the results of the Customer's research shall acknowledge GRL as having made available the Materials as follows "Materials developed at the Wellcome Trust Sanger Institute".

5. Confidentiality

5.1 The Customer undertakes to keep confidential for a period of five (5) years from the date of its disclosure, any confidential information relating to the Materials that is disclosed to it by GSL. The Customer shall only use such information for the purposes of the Customer's research and shall not disclose it to any person other than personnel of the Customer engaged in using the Materials to carry out the Customer's research.

5.2 Clause 5.1 shall not apply to any information that:

5.2.1 is published by and/or is contained in any publication which the Customer has published or becomes public knowledge other than through breach of this Agreement; or

5.2.2 information which is independently developed by the Customer or acquired from a third Party, to the extent that it is acquired with the right to disclose it; or

5.2.3 information which was lawfully in the possession of the Customer prior to the date of this agreement; or

5.2.4 the disclosure of information to the extent required to be disclosed by law or any court of competent jurisdiction, any governmental official, any tax or regulatory authority or any binding judgment, order or requirement of any other competent authority, provided that the Customer shall inform GSL where possible prior to any such disclosure.

6. General

6.1 The Customer shall not be entitled to assign or otherwise transfer any of its rights or obligations under this Agreement to any person except with the prior written consent of GSL.

6.2 The supply of the Materials shall be conditional on the Customer accepting that the Materials are supplied on an "as is" basis, are experimental in nature and that GSL and GRL make no warranty or representation, express or implied, as to the properties, capabilities or safety of the Materials. Save in the case of death or personal injury resulting from GRL or GSL's negligence, GRL and GSL exclude to the fullest extent permitted by law all liability for any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by the Customer that may arise (whether directly or indirectly) in any way whatsoever from the supply of the Materials and their use by the Customer.

6.4 Other than as required by law, the parties shall not make any announcement or comment upon or otherwise provide any information to any third party (other than its legal advisers) concerning the terms of this Agreement without the prior written consent of the other party. Subject to clause 4.7, the Customer shall not use GRL's name in any publication, public announcement or other public disclosure without the consent of GRL.

