

MATERIAL SUPPLY AGREEMENT (Non UK)

Start Date	
Recipient Company	Name: Address:
Distributing Organisation	Name: Geneservice Ltd Address: 2, Cambridge Science Park , Milton Road, Cambridge, CB4 0FE
Owning Organisation	Cambridge University Technical Services Limited (“CUTS”), a company incorporated in England and Wales whose principal place of business is at The Old Schools, Trinity Lane, Cambridge CB2 1TS.
Owning Organisation’s scientist	Dr J Ahringer, Wellcome/CRC Institute, University of Cambridge, Tennis Court Rd, Cambridge CB2 1QR
Materials	1. A Library or set of Libraries of bacterial strains, each strain containing a plasmid designed to express dsRNA corresponding to a C. elegans gene, each Library comprising Bacterial Strains corresponding to C elegans genes from a single chromosome, including any products, progeny or unmodified derivatives thereof. Ownership of modifications shall be determined (a) when such a modification is created and (b) according to any applicable laws and regulations relating to inventorship.
Investigation	Functional genomics research in <i>C. elegans</i>
Recipient Company’s Principal Investigator	Name: Address..... Tel: Fax: E-mail:
Distributing Organisation’s Contact Person	Name: Mr R Turner, Finance Director Address: Geneservice Ltd, Cambridge Science Park, Cambridge CB4 0FE Tel: .+44 1233 432600 Fax: +44 1223 432601 E-mail: rjturner@geneservice.co.uk
Owning Organisation’s Contact Person	Dr Anne Blackwood Senior Technology Transfer Associate The University of Cambridge Technology Transfer Office 16 Mill Lane Cambridge CB2 1SB

(A) The Owning Organisation has authorised the Distributing Organisation to supply to commercial organisations the Materials under the terms of a license agreement.
(B) Accordingly, the Distributing Organisation is willing to provide and the Recipient Company is willing to accept the Materials in accordance with the provisions set out in this Agreement.

The Distributing Organisation and the Recipient Company hereby agree to be bound by the provisions set out in this Agreement.

Signed for and on behalf of the Recipient Signed for and on behalf of the Distributing Company by its duly authorised Organisation by its duly authorised representative: representative:

Signature Signature
Full Name Full Name
Title Title

1. **1. Delivery of the Materials**
2. 1.1 The Distributing Organisation shall send to the Principal Investigator of the commercial organisation (“Recipient Company”) the Materials as provided in the attached Schedule and in a manner consistent with the optimum stability and safe delivery of the Materials.
3. 1.2 The Distributing Organisation shall provide the Recipient Company with any protocols that the Distributing Organisation may have concerning the handling, storage and safety of the Materials.
4. 1.3 The Distributing Organisation shall supply, the Recipient Company, the Materials:-

- 1.3.1 an individual Bacterial Strain,
and/or
- 1.3.2 a library of bacterial vectors, each vector containing a *C. elegans* gene, such that the library covers a single *C. elegans* chromosome, and, or
- 1.3.3 a set of 6 libraries of bacterial vectors, each vector containing a *C. elegans* gene, such that the library set covers all 6 chromosomes of the *C. elegans* genome.

1. 1.4 The Recipient Company will be invoiced for the Materials supplied under clause 1.3 at prevailing market rates as published by the Distributing Organisation. All fees to be payable within thirty (30) days of delivery.
2. 1.5 The sums payable by the Recipient Company under this Clause 1.4 shall be paid free and clear of, and without deduction for and on account of tax, unless the Recipient Company is required by law to make such payment subject to the deduction or withholding of tax, in which case the sum paid by the Recipient Company shall be increased to the extent necessary to ensure that after such deduction or withholding the Distributing Organisation receives an amount equal to the sum which it would have received had no such deduction or withholding been required.
3. 1.6 Where the Recipient Company is required by law to deduct or withhold on account of tax it shall use its best endeavours to obtain from the relevant revenue authorities

authorisation to make payment of the sums without such deduction or withholding. The parties undertake to provide all reasonable assistance to each other in obtaining such authorisation and without prejudice to the generality of the foregoing will submit any forms and take any such action as may be reasonably necessary or reasonably requested by the other party for the purpose.

4. 1.7 If the Recipient Company is required to increase the amount of any payment under the provisions of Clause 1.5 as a result of any withholding or deduction required by law and the Distributing Organisation receives any amount by way of repayment of the tax that is so deducted or withheld by the Recipient Company, the Distributing Organisation shall reimburse without interest to the Recipient Company an amount equal to such repayment (less costs and expenses).

5. 2. **Use of the Materials**

The Recipient Company shall ensure that the Materials are:

1. 2.1 used only for the purposes of the Investigation and not for administration to human subjects;

2. 2.2 handled and stored in accordance with any reasonable protocols provided to the Recipient Company pursuant to Clause 1.2; and

3. 2.3 not made available to anyone other than personnel of the Recipient Company engaged in carrying out the Investigation.

.2.4 The libraries cannot be used for commercial purposes or by for-profit organisations without first obtaining a licence from the Carnegie Institution of Washington with respect to the patent properties listed below:

.(1) US Patent Application 60/068562
Filed 23 December 1997

.(2) US Patent Application Serial no 09/215, 257
Filed 13 December 1998

.(3) PCT Application no PCT/US98/27233 Filed 21 December 1998 Published as WO 99/32619 on 1 July 1999 and has national stage applications in the following: Australian Application No 19380/99 Canadian Application No 2,311,999 European Application No 98964202.0 Japanese Application No not yet designated

4. 2.5 The RNAi feeding library is provided for research purposes only, and may not be used for any commercial purposes, including but not limited to: (1) screening by any entity other than a not-for-profit organization of the RNAi feeding library or any substantial part thereof of on average more than 30 genes per screening day; and/or (2) offering and/or providing to third parties, in return for any financial and/or other consideration, of any services relating to and/or involving the RNAi feeding library. For any intended commercial use of the RNAi feeding technology, your attention is drawn to the following patent applications and patents in the name of Devgen N.V., Belgium: EP-A-1 093 526, EP-A- 1 197 567, GB 2349885-B, GB 2370275A and GB-2362885-B, and further patent applications and patents that may correspond thereto. Geneservice Ltd does not have the right to grant any license (either explicit or implied) under any patent applications and/or patents held by Devgen N.V.. Should you wish to obtain such a license, you are advised to contact Devgen N.V., tel. Belgium-9-3 24 24 24; fax Belgium-9-3 24 24 25 or e-mail: info@devgen.com.

.2.6 The use of cells bearing a T7 RNA polymerase gene for *in vivo* production of transcripts is based on technologies developed at Brookhaven National Laboratory under contract with the U. S. Department of Energy and is the subject of U.S. patents assigned to Brookhaven Science Associates, LLC. (BSA). BSA will grant a non-exclusive license for use of this technology, including the enclosed materials, based upon the following assurances:

1. 1. These materials are to be used for noncommercial research purposes only. A separate license is required for any commercial use by commercial entities doing business in whole or in part in the United States, including the use of these materials for research purposes or production purposes by any commercial entity. Information about commercial licenses may be obtained from the Office of Intellectual Property & Industrial Partnerships, Brookhaven National Laboratory, Bldg. 475D, P. O. Box 5000, Upton, New York 11973-5000, telephone (631)-344-7134; ott@bnl.gov.

2. 2. No materials that contain the cloned copy of T7 gene 1, the gene for T7 RNA polymerase, may be distributed further to third parties outside of your laboratory, unless the recipient receives a copy of this license and agrees to be bound by its terms. This limitation applies to strains BL21(DE3), BL21(DE3)pLysS, and BL21(DE3)pLysE, HT115(DE3) and any derivatives you may make of them.

1. 3. **Publication of Results of the Investigation**

2. 3.1 Any publication of the results of the Investigation shall acknowledge the Owing Organisation and Distributing Organisation as having made available the Materials, in accordance with academic practise.

3. 4. **Intellectual Property Rights**

4. 4.1 Nothing in this Agreement shall operate to transfer to the Recipient Company any intellectual property rights of the Owing Organisation in the Materials.

5. 4.2 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 Investigation shall belong to the Recipient Company.

6. 4.3 If the Recipient Company, with the Owing Organisation's permission, commercialises any product produced/or isolated with or by use of the Materials then the Recipient Company will negotiate in good faith an equitable share for the Owing Organisation of any commercial proceeds.

7. 5. **Confidentiality**

8. 5.1 For the purposes of this clause 5, "Confidential Information" means all information of a confidential nature disclosed (whether in writing, orally or by any other means) by one

party ("the Disclosing Party") to the other party ("the Receiving Party") during the term of this Agreement.

1. 5.2 For a period of five years from the date of disclosure the Receiving Party shall keep the Confidential Information confidential, shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, and shall not use the Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement.

.5.3 The confidentiality obligations contained in this clause shall not apply to any Confidential Information which:

1. 5.3.1 is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party;

2. 5.3.2 can be shown by the Receiving Party to have been already known by the Receiving Party at the date of disclosure by the Disclosing Party;

3. 5.3.3 subsequently comes lawfully into the possession of the Receiving Party from a third party in good faith without a confidentiality obligation;

4. 5.3.4 is independently acquired by the Receiving Party as a result of work carried out

by an employee of the Receiving Party to whom no disclosure of Confidential Information has been made; or

5. 5.3.5 is required by law to be disclosed.

2. 6. **Disposal of Unused Materials and Return of Confidential Information**

3. 6.1 When the Investigation is completed or terminated, the Recipient Company shall, at the Distributing Organisation's request, return or destroy all unused Materials and each party shall at the other's request, return or destroy all confidential information belonging to that other.

4. 7. **Termination**

.7.1 Without prejudice to any other right or remedy, either Party may terminate this Agreement at any time by notice in writing to the other Party ("Other Party"), such notice to take effect as specified in the notice:-

.(a) if the Other Party is in breach of this Agreement and, in the case of a breach capable of remedy within 90 days, the breach is not remedied within 90 days of the Other Party receiving notice specifying the breach and requiring its remedy; or

.(b) if the Other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose

of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

1. 7.2 The following clauses are expressly intended by the parties to survive the termination of this Agreement: clauses 3,4 and 5.

2. 8. **Liability and Indemnification**

3. 8.1 Distributing Organisation represents that the Owing Organisation has warranted, represented and undertaken that to the best of its knowledge and belief it is free to licence the right to the Distributing Organisation and accordingly the Distributing Organisation warrants that it is free to distribute the Materials to the Recipient Company. The Owing Organisation and Distributing Organisation make no other warranties, expressed or implied, as to any matter whatsoever, including, without limitation, the condition, merchantability or fitness for purpose of the Materials.

4. 8.2 Each of the Recipient Company and Distributing Organisation acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

.8.3 Distributing Organisation does not give any warranty, representation or undertaking:-

.(a) as to the efficacy or usefulness of the Materials; or

.(b) that the use of the Materials or the exercise of any of the rights granted under this Agreement will not infringe any other intellectual property or other rights of any other person; or

.(c) that the Materials provided to the Recipient Company under or in connection with this Agreement will be fit for the purpose for which the Recipient Company intended; or

.(d) as imposing any obligation on Distributing Organisation to bring or prosecute actions or proceedings against third parties for infringement.

5. 8.4 The Recipient Company shall indemnify Distributing Organisation and Owing Organisation against any loss, damages, costs or expenses which are awarded against or incurred by Distributing Organisation and/or Owing Organisation as a result of any claim or threatened claim concerning the use by the Recipient Company of Materials or otherwise in connection with

the use or any other dealing in Materials by Recipient Company.

6. 8.5 Notwithstanding any other provision of this Agreement, no Party shall be liable to any other Party to this Agreement in contract, tort, negligence, breach of statutory duty or

otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

1. 9. **General**

2. 9.1 Neither party shall 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 the other.

3. 9.2 All notices given under this Agreement must be in writing and delivered to the relevant Principal Investigator or Contact Person as shown on the front sheet of this Agreement.

4. 9.3 The failure of either party to enforce or to exercise any right under this Agreement does not constitute a waiver of that right and shall not affect that party's right later to enforce or to exercise it.

5. 9.4 The Distributing Organisation shall disclose to the Recipient Company any serious or otherwise health-threatening hazards relating to the Materials of which the Distributing Organisation is aware in the protocols supplied pursuant to Clause 1.2. Save as aforesaid, the Recipient Company accepts that the Materials are supplied on an "as is" basis, are experimental in nature and that the Distributing Organisation and Owning Organisation make no warranty or representation, express or implied, as to the properties, capabilities or safety of the Materials, except to the extent that the Distributing Organisation is negligent.

6. 9.5 The Recipient Company agrees to comply with any and all applicable governmental regulations for the handling of the Materials.

7. 9.6 No variation of or amendment to this Agreement shall bind either party unless made in writing and signed by a duly authorised representative of each party.

8. 9.7 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 this Agreement (including its existence and terms) without the prior written consent of the other party.

9.8a If any dispute arises out of or in connection with this Agreement the parties will attempt in good faith to settle it by negotiation.

9.8b If the parties are unable to settle any dispute by negotiation within twenty-eight (28) days the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

9.8c To initiate a mediation a party must give notice in writing to the other party requesting a mediation in accordance with clause 9.8a.

9.9 This agreement supersedes all earlier Material Supply Agreements in relation to *C elegans* RNAi libraries.

9.10 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

Schedule

Materials: Library or set of Libraries of bacterial strains, each strain containing a plasmid designed to express dsRNA corresponding to a *C. elegans* gene, each Library comprising Bacterial Strains corresponding to *C. elegans* genes from a single chromosome.

Description

Library: A number of bacterial strains each containing a plasmid capable of expressing double-stranded RNA corresponding to a particular *C. elegans* gene on chromosome I, II, III, IV, V or X.

Chromosome I Chromosome II Chromosome III
Chromosome IV Chromosome V Chromosome X
2442 bacterial strains
2978 bacterial strains
2131 bacterial strains
2693 bacterial strains
4152 bacterial strains
2357 bacterial strains

(NB: the number of bacterial strains may be changed slightly from time to time depending on availability or viability)

Vector and Inserts: Genomic fragments obtained by PCR were cloned into the Timmons and Fire feeding vector (L4440), which is a modified version of Bluescript with a T7 promoter on each side of the MCS driving transcription of each DNA strand (Nature, **395**, 854). Information about the L4440 vector (including sequence information) can be found at <http://www.ciwemb.edu>. PCR fragments were obtained using Research Genetics GenePairs. The GenePairs primer sequences are available at <http://cmgm.stanford.edu/~kimlab/primers.12-22-99.html> and are displayed visually in WormBase (<http://www.wormbase.org>).

Bacteria: Genomic fragments cloned into L4440 were transformed into HT115 (DE3), an RNase III-deficient *E. coli* strain with IPTG-inducible T7 polymerase activity (Gene, 263, 103-112).

HT115 Genotype: F⁻, mcrA, mcrB, IN(rrnD-rrnE)1, lambda⁻, rnc14::Tn10 (DE3lysogen: lacUV5 promoter -T7 polymerase) (IPTG-inducible T7 polymerase) (RNase III minus). The Tn10 transposon interrupting the rnc14 gene carries a tetracycline resistance gene.

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