

## MATERIAL TRANSFER AGREEMENT

RETURN a signed copy of this full agreement by post or courier to:

**K.K. DNAFORM**  
**Leading Venture Plaza-2**  
**75-1 Ono-cho, Tsurumi-ku**  
**Yokohama**  
**Kanagawa 230-0046**  
**JAPAN**

Clone/Plate Ordered:
Name (Person Ordering):
Address:
Telephone:
FAX:
e-mail:

I agree to the terms and conditions set out in the appended material transfer agreement.

\_\_\_\_\_  
(Signed by the person named above who should be the ACTUAL USER of the clone(s).)

**A copy of the full MTA MUST be attached to the signed copy of this cover letter. The MTA itself may also require a signature on the final page.**

## The I.M.A.G.E. Consortium Good Faith Agreement (revised 9/00)

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### NOTICE IN GOOD FAITH CONCERNING USE AND DISTRIBUTION OF ARRAYED cDNA CLONES

You are being provided with I.M.A.G.E. Consortium [LLNL] cDNA clones (CLONES) and/or associated products (PRODUCTS) (referred to collectively as “IMAGE MATERIALS”), in order to advance the public interest and to advance the objectives of the institutions that developed the original libraries from which these clones were derived (Originators). The Originators are the beneficiaries of, and may independently enforce, this Agreement.

#### USE OF IMAGE MATERIALS

By accepting IMAGE MATERIALS you are agreeing in good faith to the following terms. If you are unable to agree to these terms, you must immediately return IMAGE MATERIALS along with all copies and replicas thereof.

- (a) You will use the IMAGE MATERIALS in compliance with all applicable laws, governmental regulations and guidelines, including National Institutes of Health guidelines or their equivalent, and any regulations or guidelines pertaining to research with humans, or animals, or with recombinant DNA.
- (b) You may use CLONES to produce PROGENY, and to create DERIVATIVE PRODUCTS. You may use IMAGE MATERIALS, PROGENY, and DERIVATIVE PRODUCTS for commercial or non-commercial purposes, except for the purpose of redistribution of CLONES or PROGENY. Accordingly, you may transfer CLONES or PROGENY to additional parties only if 1) this document in its entirety accompanies CLONES or PROGENY, and 2) you transfer CLONES or PROGENY at no cost to such additional parties. “PROGENY” means an unmodified descendant from CLONES or any comparable bacterial stock derived from CLONES (STOCK). “DERIVATIVE PRODUCTS” means any modification or product of CLONES or PRODUCTS that is not a PROGENY or a STOCK.
- (c) You will include the unique and specific identifier of each arrayed clone (which was initially assigned by Lawrence Livermore National Laboratory, Livermore,

California, and accompanies the IMAGE MATERIALS) in data pertaining to the IMAGE MATERIALS submitted to public databases and in resulting publications. This nomenclature consists of the term "I.M.A.G.E. Consortium CloneID" followed by a five to seven digit number. You will refer publicly (including but not limited to electronic and print versions of articles and databases) to these arrayed cDNA clones as the "I.M.A.G.E. Consortium [LLNL] cDNA Clones", and will reference the following publication: "The I.M.A.G.E. Consortium: An Integrated Molecular Analysis of Genomes and their Expression," Lennon, G.G., Auffray, C., Polymeropoulos, M., and Soares, M.B. [1996] Genomics 33, pgs. 151-152. In INTERNET/World Wide Web publications and databases, you agree to provide electronic referencing (e.g. 'anchors' and/or 'hotlinks') to the I.M.A.G.E. Consortium home page, currently located at URL <http://image.llnl.gov>.

- (d) YOU AGREE THAT THE IMAGE MATERIALS ARE EXPERIMENTAL IN NATURE AND ARE BEING PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM INFRINGEMENT OF ANY PATENT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY.
- (e) YOU AGREE TO HOLD HARMLESS AND INDEMNIFY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LAWRENCE LIVERMORE NATIONAL LABORATORY, THE DEPARTMENT OF ENERGY, THE U.S. GOVERNMENT, THE ORIGINATORS OF THE LIBRARY FROM WHICH CLONES WERE ARRAYED, THE PROVIDER OF THE IMAGE MATERIALS AND PERSONS ACTING ON THEIR BEHALF, FOR ANY CLAIM ASSERTED BY A THIRD PARTY RELATED TO YOUR POSSESSION, USE, STORAGE, OR DISPOSAL OF THE IMAGE MATERIALS.
- (f) You understand that the ownership of the unarrayed cDNA libraries from which clones were arrayed is retained by the Originators of those libraries. Any new patentable developments or inventions first made by any party using the arrayed clones will remain the property of the inventing party. This Agreement does not constitute the Originators' waiver of any patent rights.

ADMINISTRATION

Any correspondence concerning this Agreement should be addressed to:

Lawrence Livermore National Laboratory  
The Regents of the University of California  
Industrial Partnerships and Commercialization Program  
Attn: I.M.A.G.E. Consortium  
P.O. Box 808, L-795  
Livermore, CA 94550  
Phone: (925) 422-6416  
Fax: (925) 423-8988

I have read and accept the conditions for use of I.M.A.G.E. clones as stated above.

Name .....

Address .....

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Signature .....

Date .....