

MATERIAL TRANSFER AGREEMENT

ACADEMIC MATERIAL TRANSFER AGREEMENT

Distributing Organization Name: K. K. DNAFORM

Address: ASK Sanshin bld. 3F, 2-6-29, TsurumiChuo, Tsurumi, Yokohama, Kanagawa, Japan

Owning Organization: CAMBRIDGE ENTERPRISE LIMITED ("CE"), a company incorporated in England and Wales whose principal place of business is at The Old Schools, Trinity Lane, Cambridge CB2 1TN.

Owning Organization's scientist: Dr Julie Ahringer, Wellcome Trust/Cancer Research UK Gurdon Institute, Tennis Court Rd, Cambridge CB2 1QN

Materials: 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: Non-commercial functional genomics research in investigation.

Distributing Organization's Contact Person Name: Dr Yu Matsuki

Commercial Development Manager Address: K. K. DNAFORM, ASK Sanshin bld. 3F, 2-6-29, TsurumiChuo, Tsurumi, Yokohama, Kanagawa, Japan

Tel: +81-45-510-0607 Fax: +81-45-510-0608

E-mail: order@dnaform.jp

(A) The Owning Organization has authorized the Distributing Organization to supply to academic institutions, nonprofit organizations and profit organizations the Materials for academic purposes under the terms of a license agreement.

(B) Accordingly, the Distributing Organization is willing to provide, and the Recipient Institution is willing to accept the Materials in accordance with the provisions set out in this Agreement.

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

1. Delivery of the Materials

1.1 The Distributing Organization shall send to the Principal Investigator of the academic institution ("Recipient Institution") any Materials as provided in the attached Schedule and in a manner consistent with the optimum stability and safe delivery of the Materials.

1.2 The Distributing Organization shall provide the Recipient Institution with any protocols that the Distributing Organization may have concerning the handling, storage, and safety of the Materials.

1.3 The Distributing Organization shall supply the Recipient Institution, 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.

1.4 The Recipient Institution will be invoiced for the Materials supplied under clause 1.3 at prevailing market rates as and on terms published by the Distributing Organization. All fees to be invoiced within thirty (30) days of an order.

2. Use of the Materials The Recipient Institution shall ensure that the Materials are:

2.1 used only for the purposes of the Investigation and not for therapeutic, diagnostic and human uses.

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

2.3 not made available to any other organization or personnel other than personnel of the Recipient Institution engaged in carrying out the Investigation.

2.4 used for research purposes only at the Recipient Institution, and not directly or indirectly, for commercial purposes, and excludes any use that benefits profits for the profit institution.

2.5 patented as follows to the best of the knowledge of K. K. DNAFORM*:

(1) US Patent Application 60/068562

Filed 23 December 1997

(2) US Patent Application Serial no 09/215, 257

Filed 18 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 Patent No 743798 Canadian Patent No 2311999 European Patent No2267131 Japanese Patent No 5148028, etc.

(4) PCT Application no PCT/AU99/49079 Filed 2 July 1999 Published as WO 00/01846 on 13 July 2000 and has national stage applications in the following: Australian Patent No 769223 Canadian Patent No 2332619 European Patent No 1197567 Japanese Patent No 4353639, etc.

*K. K. DNAFORM does not guarantee that there are no other patents.

3. Publication of results of the Investigation

Any publication of the results of the Investigation shall acknowledge the Owing Organization and Scientist and Distributing Organization as having made available the Materials in accordance with academic practice.

4. Intellectual Property Rights

4.1 Nothing in this Agreement shall operate to transfer to the Recipient Institution or Distributing Organization any intellectual property rights of the Owing Organization in the Materials.

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 Institution.

4.3 If the Recipient Institution, after consultation with the Owing Organization, commercializes any product produced or isolated with or by use of the Materials then the Recipient Institution will negotiate in good faith an equitable share for the Owing Organization of any commercial proceeds based upon the relative contributions of the parties.

5. Confidentiality

5.1 For the purposes of this clause 6, "Confidential Information" means all information of a confidential nature disclosed and designated in writing as confidential (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.

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:

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.

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.

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

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

5.3.5 is required by law to be disclosed.

6. Disposal of Unused Materials and Return of Confidential Information

When the Investigation is completed or terminated, the Recipient Institution shall, at the Distributing Organization'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 except for one copy which the Recipient may retain for archival purposes only.

7. Survival of rights on expiry or termination

The following clauses are expressly intended by the parties to survive the expiry or termination of this Agreement: Clauses 3, 4, 5, and 6.

8. General

8.1 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.

8.2 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.

8.3 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.

8.4 The Distributing Organization shall disclose to the Recipient Institution any serious or otherwise health-threatening hazards relating to the Materials of which the Distributing organization is aware in the protocols supplied pursuant to Clause 1.2. Save as aforesaid, the Recipient Institution accepts that the Materials are supplied on an "as is" basis, are experimental in nature and that the Distributing Organization and Owning Organization 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 Organization is negligent.

8.5 The Recipient Institution agrees to comply with all applicable governmental regulations for the handling of the Materials.

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

8.7 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 unless required by law.

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

8.9 This Agreement shall be governed by the laws of Japan and the parties submit to the exclusive jurisdiction of the Japanese courts.

Description

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.

Library: 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, X or supplemental .

2445 bacterial strains

2978 bacterial strains

2132 bacterial strains

2749 bacterial strains

4152 bacterial strains

2357 bacterial strains

3513 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(DE3 lysogen: lacUV5 promoter -T7 polymerase) (IPTG-inducible T7 polymerase) (RNase III minus). The Tn10 transposon interrupting the rnc14 gene carries a tetracycline resistance gene.

ADMINISTRATION

Any correspondence concerning this Agreement should be addressed in the first instance to: K. K. DNAFORM, ASK Sanshin bld. 3F, 2-6-29, TsurumiChuo, Tsurumi, Yokohama, Kanagawa, Japan, Tel: +81-45-510-0607 Fax: +81-45-510-0608

I have read and accept the conditions for use of the MATERIALS as stated above.

Name

Position

Company/Institution

Address

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Signature

Date