

Standard Plasmid Transfer Agreement

Standard Plasmid Transfer Agreement is by and among you ("Recipient Institution" or "You"), and the President and Fellows of Harvard College on behalf of the Harvard Medical School ("HMS"). You are being provided with Plasmids that were developed by researchers ("Depositor Scientists") working at one or more originating institutions (each, a "Depositor Institution"). The Depositor Institutions are the beneficiaries of, and may independently enforce, this Agreement. The Plasmids, together with any replicas and unmodified derivatives thereof, shall be referred to as the "Plasmids."

Recipient Institution hereby agrees as follows with respect to the Plasmids:

1. The Plasmids are the property of the Depositor Institution and are made available as a service to the research community.
2. The Plasmids may be used solely for teaching or internal, non-commercial, educational or research purposes.
3. **THE PLASMIDS MAY NOT BE USED IN HUMAN SUBJECTS.**
4. The Plasmids will not be further distributed to others without the Depositor Institution's prior written consent, and in any event shall not be distributed in violation of any of the U.S. export control laws or regulations.
5. You shall refer any third party request for the Plasmids to HMS or the applicable Depositor Institution. To the extent supplies are available, HMS or the Depositor Institutions agree to make the Plasmids available, under a separate material transfer agreement to other scientists solely for teaching or internal, non-commercial biomedical research purposes.
6. You agree to acknowledge, or ensure that your scientists acknowledge, the Depositor Institution and respective Depositor Scientists as the source of the Plasmids and HMS as the provider of the Plasmids in any publications reporting use of Plasmids.
7. You understand that the Plasmids are experimental in nature and may have hazardous properties. **HARVARD AND THE DEPOSITOR INSTITUTIONS MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OF ANY KIND WITH REGARD TO DEPOSITOR MATERIALS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE PLASMIDS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.**
8. Except to the extent prohibited by law, the Recipient Institution assumes all liability for damages which may arise from its use, storage or disposal of the Plasmids. Harvard and the Depositor Institution will not be liable to the Recipient Institution for

any loss, claim or demand made by the Recipient Institution, or made against the Recipient Institution by any other party, due to or arising from the use of the Plasmids by the Recipient Institution or Recipient Scientists, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Harvard or the Depositor Institution.

9. You undertake to use the Plasmids only in compliance with all applicable laws and governmental regulations. Recipient Institution will have safety and security procedures and policies in place to ensure compliance with all obligations hereunder.

RECIPIENT INFORMATION

Recipient Scientist

Recipient Institution

Address

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the Plasmids.

Recipient Scientist

Date

AUTHORIZED SIGNATURE

Name of Authorized Official

Title of Authorized Official

You acknowledge that you have read and understood the conditions outlined in this Agreement You understand that your Institution has agreed to be bound by the conditions set forth in this Agreement and you also agree to abide by them in the receipt and use of the Plasmids.

Signature of Authorized Official

Date