

## Standard Plasmid Transfer Agreement

This Standard Plasmid Transfer Agreement (this "Agreement") is by and among you ("Recipient Institution" or "You"), and the Arizona Board of Regents, an instrumentality of the state of Arizona, acting for and on behalf of Arizona State University ("ASU"). 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:

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 biomedical or non-commercial biological 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 laws including the Export Administration Regulations ("EAR"), U.S. Department of Commerce, 15 CFR Parts 730-774 ; International Traffic in Arms Regulations ("ITAR"), U.S. Department of State, 22 CFR Parts 120-130; and Office of Foreign Assets Control ("OFAC") Regulations, U.S. Department of the Treasury, 31 CFR Parts 500-599.
5. You shall refer any request for the Plasmids to ASU or the applicable Depositor Institution. To the extent supplies are available, ASU 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 ASU 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 be toxic, hazardous, infectious or otherwise dangerous to human beings, animals, property and/or the environment. ASU AND THE DEPOSITOR INSTITUTIONS MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING 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 as provided in subsection 8.1 below, Recipient Institution assumes all liability for claims for damages against it by third parties which may arise from its or its scientists' use, storage, or disposal of the Plasmids.

To the extent permitted by law, Recipient Institution agrees to hold ASU and the Depositor Institutions harmless from and to indemnify ASU and the Depositor Institutions for all liabilities, demands, damages, expenses and losses arising out of Recipient Institution's or its Recipient Scientists' use of Plasmids for any purpose.

- 8.1 If Recipient Institution is a U.S. state, federal M&O contractor, federal agency, or is operated by a state agency, then no indemnification for any loss, claim, damage or liability is intended or provided

under this agreement; each party shall be liable for any loss, claim, damage or liability that it incurs as a result of its activities under this agreement only to the extent provided under the Federal Tort Claims Act (28 U.S.C. Chapter 171).

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

10. Additional requirements with respect to certain Plasmids are set forth in the Addendum attached to this Agreement. Such requirements are incorporated into and made a part of this Agreement.

## ADDENDUM

Please note the special MTA for the plasmid you requested and the corresponding addenda (as listed below).

1. **PSI/T7: Plasmids enabling expression under the control of a T7 RNA polymerase promoter (“T7 Plasmids”):**

A separate license is required is required for for-profit commercial entities to use T7 Plasmids for any purpose. Information about licenses for such T7 Plasmids may be obtained from the Office of Intellectual Property and Sponsored Research, Brookhaven National Laboratory, Bldg. 185, P.O. Box 5000, Upton, NY 11973-5000, telephone (631) 344-7134; [ott@bnl.gov](mailto:ott@bnl.gov). A Recipient Institution that receives T7 Plasmids agrees that ASU may notify Brookhaven National Laboratory of the fact that ASU provided such T7 Plasmids to such Recipient Institution. For a list of for-profit commercial entities that already have a T7 license, see <http://psimr.asu.edu/MTA.html>

2. **PSI/SMT3/SUMO: Plasmids containing SUMO fusion coding sequence that were deposited by SGX Pharmaceuticals, Inc. (“SGX SUMO Plasmids”):**

- a) For the purpose of this Agreement, the term “ASU” in Sections 7 and 8 shall include Cornell University and Cornell Research Foundation, Inc.
- b) For clarity, if Recipient Institution is not a for-profit commercial entity, it may use the SGX SUMO Plasmids solely in accordance with the terms and conditions of this Agreement.
- c) A separate license is required for for-profit commercial entities to use SGX SUMO Plasmids for any purpose. Information about licenses for such SGX SUMO Plasmids may be obtained from:

Cornell Center for Technology Enterprise and Commercialization  
Attention: Executive Director  
395 Pine Tree Road, Suite 310  
Ithaca, NY 14850  
Fax: 607-254-5454  
TEL: 607-254-5236  
EMAIL: [cctecconnect@cornell.edu](mailto:cctecconnect@cornell.edu)

- d) A Recipient Institution that receives SGX SUMO Plasmids agrees that ASU may notify Cornell University of the fact that ASU provided such SGX SUMO Plasmids to such Recipient Institution.
- e) ASU may terminate this Agreement if Cornell University determines that Recipient Institution is in breach of this Agreement. Such termination will be effective immediately upon the date of written notice of termination from ASU to Recipient Institution.

**3. PSI, Promega: Plasmids containing Flexi® Technology and E. coli BR610 containing at least one plasmid based on Flexi Technology (collectively the “Promega Technology”) are proprietary to Promega Corporation (“Promega”) and their use is subject to the following terms and conditions:**

Promega Technology is to be used in the Recipient Institution’s own, internal research by researchers at the Recipient Institution. Promega Technology is subject to one or more of the following Promega patents and patent applications: US 8,293,503, US 8,367,403, EP 1685247, EP 1847611, EP 2116601, JP 5089984, US 13/740,337, US 13/274,637, US 13/274,643, JP 2011-021710, JP 2013-168742 and related patent applications and issued patents. Recipient Institution shall not distribute Promega Technology to others without Promega’s prior written consent. No other use or transfer of the Promega Technology is authorized without the express, written consent of Promega including, without limitation, Commercial Use. With regard to Promega Technology, “Commercial Use” means any and all uses of the Promega Technology by a party for monetary or other consideration and may include but is not limited to: (1) use in product manufacture; (2) use in providing a service, information or data to another party; and (3) resale of the Promega Technology, regardless of whether said Promega Technology is resold for use in research. With respect to such Commercial Use, or any diagnostic, therapeutic or prophylactic uses, please contact Promega for supply and licensing information at:

Attn: Licensing Manager  
Promega Corporation  
2800 Woods Hollow Road  
Madison, WI 53711  
(608) 274-4330

The Recipient Institution assumes all liability for claims for damages against it by third parties which may arise from its or its scientists use, storage, or disposal of the Promega Technology, except to the extent damage is caused by the gross negligence or willful misconduct of Promega. Unless prohibited by law from doing so, the Recipient Institution agrees to hold Promega harmless from all liabilities, demands, damages, expenses and losses arising out of the Recipient Institution’s or its scientists’ use of the Promega Technology.

ASU will inform Promega of the existence of this Standard Plasmid Transfer Agreement and the specific Promega Technology transferred hereunder.

**4. HALO: Plasmids containing HaloTag® Technology are proprietary to Promega Corporation and their use is subject to the following limited use label license and to the additional terms and conditions below:**

a) Limited Use Label License:

**HaloTag® Vector Limited Use Label License**

BY USE OF THIS PRODUCT, RECIPIENT INSTITUTION AGREES TO BE BOUND BY THE TERMS OF THIS LIMITED USE STATEMENT.

Recipient Institution may use this product for research use only, no commercial use is allowed. Recipient Institution shall have no right to modify or otherwise create variations of the nucleotide sequence of the HaloTag® gene. Recipient Institution may however clone heterologous DNA sequences at either or both ends of said HaloTag® gene so as to create fused gene sequences provided that the coding sequence of the resulting HaloTag® gene has no more than four (4) deoxynucleotides missing at the affected terminus when compared to the intact HaloTag® gene sequence. In addition, Recipient Institution must do one of the following in conjunction with use of the product: (1) use Promega HaloTag® ligands, which can be modified or linked to Promega or customer-supplied moieties, or (2) contact Promega to obtain a license if Promega HaloTag® ligands are not to be used. Recipient Institution may transfer derivatives to others for research use provided that at the time of transfer a copy of this label license is given to the recipients and recipients agree to be bound by the terms of this label license. With respect to any uses outside this label license, including any diagnostic, therapeutic or prophylactic uses, please contact Promega for supply and licensing information at:

Attn: Licensing Manager  
Promega Corporation  
2800 Woods Hollow Road  
Madison, WI 53711  
(608) 274-4330

PROMEGA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARDS TO THE PRODUCT. The terms of this Limited Use Label License shall be governed under the laws of the State of Wisconsin, USA

b) Additional terms and conditions:

The Recipient Institution assumes all liability for claims for damages against it by third parties which may arise from its or its scientists use, storage, or disposal of the HaloTag® Technology, except to the extent damage is caused by the gross negligence or willful misconduct of Promega. Unless prohibited by law from doing so, the Recipient Institution agrees to hold Promega harmless from all liabilities, demands, damages, expenses and losses arising out of the Recipient Institution's or its scientists' use of the HaloTag® Technology.

ASU will inform Promega of the existence of this Standard Plasmid Transfer Agreement with the Recipient Institution and the specific HaloTag® Technology transferred hereunder.

**5. NESG: Plasmids made through the NESG Program Deposited by Rutgers University “NESG Plasmids”**

Not-for-profit Institutions may use “NESG Plasmids” for non-commercial, research purposes only. A separate license is required in order for for-profit commercial entities to use the above described Plasmids for any purpose, commercial or otherwise. Information about licenses for such plasmids shall be obtained from:

Rutgers, The State University  
Office of Technology Commercialization  
ASB III, 3 Rutgers Plaza  
New Brunswick, NJ 08901  
Attention: Director  
Phone: 848-932-0115

A Recipient Institution that receives “NESG Plasmids” agrees that ASU will notify Rutgers University of the fact that ASU provided such Plasmids to such Recipient Institution.

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.

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

Recipient Scientist: \_\_\_\_\_

Recipient Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

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

Please have the Institution’s authorized representative sign this Agreement and return one fully executed copy to:

DNASU Plasmid Repository  
Arizona State University Biodesign Institute  
Center for Personalized Diagnostics (CPD)  
PO Box 876401  
Tempe, AZ 85287-6401  
Email: dnasumta@asu.edu