BROAD INSTITUTE CHEMICAL BIOLOGY PLATFORM
INCOMING MATERIALS TRANSFER AGREEMENT

THIS Material Transfer Agreement (hereinafter "Agreement"), is made and entered into as of _____ (the "Effective Date") by and between _____ (hereinafter "Provider Institution") having a principal place of business at _____ and The Broad Institute, Inc. (hereinafter "Recipient Institution"), having a principal place of business at 7 Cambridge Center, Cambridge, MA 02142, USA.

Provider Institution and Recipient Institution are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, Provider Institution's investigator, _____ ("Provider Scientist") desires to conduct a screening project and /or contribute compounds for screening with the Broad Institute Chemical Biology Platform, and Provider Institution and Provider Scientist are willing to provide materials (including ASSAY MATERIALS) for use in such screening based on the Research Objective;

WHEREAS, the Research Objective for this Agreement is set forth as follows: [INSERT Project Title from the approved BROAD INSTITUTE CHEMICAL BIOLOGY PLATFORM HIGH-THROUGHPUT SCREENING SERVICES APPLICATION] _____ (the "Research Objective");

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

I. Definition:

1. Broad Institute Chemical Biology Platform ("BCB Platform"): the group at the Broad Institute of MIT and Harvard who will be handling submitted ASSAY MATERIALS, either performing the screening experiments or preparing ASSAY MATERIALS for use by collaborators as relevant.

2. ASSAY MATERIALS are collectively both BIOLOGICAL ASSAY MATERIALS and CHEMICAL ASSAY MATERIALS, each defined below:

    a. BIOLOGICAL ASSAY MATERIALS: Biological materials submitted to the BCB Platform for the intended use of generating publishable data that may be made public (the "Biological Screening").
    b. CHEMICAL ASSAY MATERIALS: Chemical compounds and associated chemical structure information submitted to the BCB Platform for entry into the Broad Chemical Biology compound collection for use in biological assays for the intended use of generating publishable data that may be made public (the "Chemical Screening").

3. MODIFICATIONS: Substances created by the Recipient Institution which contain/incorporate the ASSAY MATERIALS.

4. COMMERCIAL PURPOSES: The sale, lease, or license of the ASSAY MATERIAL to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the ASSAY MATERIAL for the benefit of a for-profit entity, including such activities as: a)

performance of contract research (other than publishable academic research aimed at generating public data); b) screening of compound libraries (unless the screening is aimed at generating public data); or c) production of materials for general sale. The above notwithstanding, industrially sponsored academic research or collaborations with for-profit organizations aimed at generating publishable data shall not be considered a use of the ASSAY MATERIAL for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

II. Terms and Conditions of this Agreement

1. Provider Institution represents and warrants that it has the right to transfer the ASSAY MATERIALS listed in Appendix A of this Agreement (including, when applicable, all associated chemical structure information), to Recipient Institution.

2. Provider Institution retains ownership of the ASSAY MATERIALS, including any ASSAY MATERIALS contained or incorporated in MODIFICATIONS.

3. Provider Institution represents and warrants that the ASSAY MATERIALS are not obligated or committed for use in any of Provider Institution's corporate sponsored research or other third party sponsored research activities.

4. Recipient Institution agrees that the ASSAY MATERIALS will not be used for any COMMERCIAL PURPOSES.

5. Recipient Institution agrees that the ASSAY MATERIALS will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the prior written consent of the Provider Institution.

6. Provider Institution acknowledges that the CHEMICAL ASSAY MATERIALS may be used in multiple screening projects at Recipient Institution. At its sole discretion and without prior notice to Provider Institution, Recipient Institution may conduct additional follow-up studies using the CHEMICAL ASSAY MATERIALS, including without limitation additional screenings which may be performed by a third party (including the right of such third party to work with collaborators and/or contract service providers), at the request of the Recipient Institution, under a separate agreement at least as protective of the Provider Institution's rights as this Agreement. BIOLOGICAL ASSAY MATERIALS will be used only in the Biological Screenings approved by the Provider Scientist, and will not be used in any other studies without written permission from the Provider Institution or Provider Scientist.

7. CHEMICAL ASSAY MATERIALS will be identity and purity checked by liquid chromatography/mass spectrometry (LC/MS). Chemical structures will be added to the Broad Institute's compound registration database and assigned a Broad Institute chemical identification number (a "BRD Number"). The BCB Platform will use the ASSAY MATERIALS in biological assays.

8. Upon the written request of Provider Institution, Recipient Institution shall provide relevant results and data generated from the Research Objective ("Research Results") to Provider Institution in a format mutually agreed upon by the parties.

9. Confidential Information shall mean any and all information, intellectual property, know-how and data, technical or non-technical which is disclosed or provided by one Party ("Disclosing Party") to the other Party ("Receiving Party"), designated as Confidential Information, and which shall remain the proprietary and confidential information of the Disclosing Party. The Parties agree that all such information will be used solely in

connection with the Biological Screening or Chemical Screening and will not be disclosed to any third party, except as otherwise provided in this Agreement. The foregoing shall not apply to any information (a) which at the time of disclosure is in the public domain; (b) which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement; (c) which either Party can establish by written records was in their possession at the time of disclosure; (d) was independently discovered or developed by either Party, as evidenced by written records, without the use of Confidential Information; (e) which is rightfully disclosed to either Party by a third party who did not receive such information from either Party under an obligation of confidentiality; or (f) which is required to be disclosed by applicable laws or by order of a court or governmental agency. If either Party is required by judicial or administrative process to disclose Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such required disclosure.

10. Provider Scientist acknowledges that co-authorship of publications may be appropriate, depending on the degree and extent of contribution of those involved. In cases where significant intellectual contribution has been made (*e.g.*, novel chemistry, assay development, screening strategies, data analysis methods, *etc.*), Provider Scientist agrees to consider co-authorship for the appropriate Recipient Institution scientists in keeping with academic custom. If co-authorship is not appropriate, Provider Institution agrees to acknowledge Recipient Institution scientists, if their work contributed to a publication or presentation. Provider Scientist agrees not to publish or to disclose publicly any results derived from another researcher's unpublished or undisclosed chemistry or screening results as learned through the BCB Platform without permission from the appropriate scientist(s) in writing.

11. Provider Institution and/or Provider Scientist agree to notify Recipient Institution of any intellectual property generated from the results of a collaboration with the BCB Platform so that the BCB Platform may meet its reporting requirements to its funding agencies.

12. Inventorship of any inventions arising from data in the BCB Platform’s use of ASSAY MATERIALS shall be determined in accordance with U.S. patent law.

13. Recipient Institution agrees to use the ASSAY MATERIALS in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines.

14. Provider Institution understands that Recipient Institution may use, retain and dispose of the CHEMICAL ASSAY MATERIALS at its sole discretion. Provider Institution understands that Recipient Institution is not responsible for returning ASSAY MATERIALS to Provider Institution or notifying Provider Institution of the final disposition of ASSAY MATERIALS.

15. RECIPIENT INSTITUTION ACKNOWLEDGES THAT ANY ASSAY MATERIAL DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND MAY HAVE HAZARDOUS PROPERTIES AND UNDERSTANDS THAT THE ASSAY MATERIAL IS PROVIDED “AS IS” AND THE PARTIES MAKE NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

    PROVIDER INSTITUTION ACKNOWLEDGES THAT THE RESEARCH RESULTS ARE BEING PROVIDED “AS IS”. RECIPIENT INSTITUTION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER

EXPRESS OR IMPLIED, WITH REGARD TO THE RESEARCH RESULTS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF SAFETY, ACCURACY, UTILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE RESEARCH RESULTS PROVIDED HEREUNDER WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OF ANY THIRD PARTY.

16. This Agreement will remain in effect for three (3) years; however, it may be terminated by either Party upon thirty (30) days' prior written notice to the other Party. Upon termination or expiration, both Parties may retain one copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement. Sections 9, 12, 15, 16, and 19 shall survive the expiration or termination of this Agreement and remain in full force and effect.

17. Each Party will be responsible, to the extent permitted by law, for any negligent acts or omissions by itself, its employees, officers, directors, or agents.

18. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.

19. This Agreement shall be considered a contract made in the United States and shall be governed and construed in all aspects by the laws of the Commonwealth of Massachusetts.

20. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreements, negotiations or representations between the Parties with respect to the subject matter hereof, whether written or oral. This Agreement may be modified only by a subsequent written agreement signed by the Parties.

21. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, except to a successor to all or substantially all of its business and assets. Any attempted assignment in violation of this Section is void.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date noted above.

PROVIDER INSTITUTION:

By: _____

Name: _____

Title: _____

Date: _____

PROVIDER SCIENTIST:

By: _____

Name: _____

Title: _____

Date: _____

RECIPIENT INSTITUTION:
The Broad Institute, Inc.

By: _____

Name: Terese Dillingham

Title: Director, Industrial Collaborations and Technology Licensing

Date: _____

RECIPIENT SCIENTIST:

By: _____

Name: Michelle A. Palmer

Title: Director, Discovery & Pre- Clinical Research

Date: _____

Appendix A

List of ASSAY MATERIALS

[End of Appendix A]