

Material Transfer Agreement (MTA)
Letter Agreement for the Transfer of Materials to Scientists

The Provider agrees to provide Dr. Andrew R. Hoffman (the "**Recipient Scientist**") of the Stanford University and VA Palo Alto Health Care System (the "**Recipient**") with a sample of the Provider's human Embryonic Stem Cell line No. I3 (TE03) which is to be used for internal research purposes, solely in the research program entitled The epigenetic modifications of various genes (including IGF2, GNAS, UBE3A) which normally undergo genomic imprinting and how and when the primary imprint originates (the "**Research Program**"). The Recipient and the Recipient Scientist agree to the following before receiving the Material:

1. The above Material is the property of the Provider and is made available as a service to the research community. Ownership of the Material shall remain with the Provider and transfer of the Material to the Recipient and the Recipient Scientist shall not affect the Provider's ownership of the Material.
2. The Recipient and the Recipient Scientist shall use the aforementioned sample, including the unmodified and undifferentiated progeny and derivatives (the "**Material**") in the Recipient's laboratories solely for the Research Program, and for no other purpose, to be conducted by the Recipient Scientist and any of the Recipient's employees under the Recipient Scientist's direct supervision, provided that the Recipient's employees agree to be bound by the terms of this Agreement.
3. The Material shall not be used for diagnostic or therapeutic purposes in humans.
4. The Recipient and the Recipient Scientist confirm that a for-profit research sponsor shall not receive rights whether actual or contingent to the results of the sponsored research, and a non-profit research sponsor shall not receive a right whether actual or contingent to the results of the sponsored research other than a grant for non-commercial research purposes. The Material may not be used for commercial purposes or the direct benefit of a research sponsor, except as such research sponsor is permitted to use the Material under a separate written agreement with the Provider.
5. The Recipient and the Recipient Scientist shall not distribute the Material to others without the Provider's prior written consent which shall not be unreasonably withheld. The Recipient and the Recipient Scientist shall refer any request for the Material to the Provider.
6. No implied or express license is granted under this Agreement by the Provider to the Recipient or the Recipient Scientist to the Material, patents, unpatented inventions or other intellectual property of any kind owned, wholly or partially, by the Provider, other than as may be necessary for conducting the Research Program. To avoid doubt, the provision of the Material shall not be construed as granting rights to intellectual property of any kind owned by any third party.

7. The Recipient and the Recipient Scientist agree to acknowledge the source of the Material in any publications reporting use thereof and to provide the Provider a copy upon actual publication.
8. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. **THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS.** Unless prohibited by law, the Recipient assumes all liability for claims for damages which may arise from the use, storage, handling or disposal of the Material except that, to the extent permitted by law, the Provider shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Provider.
9. The Recipient and the Recipient Scientist agree to use the Material only in compliance with all applicable statutes, regulations and guidelines relating to their handling, use or disposal. The Recipient and the Recipient Scientist shall not use the Material in humans or in contact with any cells or other materials to be transferred into humans. Use of the Materials to prepare somatic cell therapy products or gene therapy products is specifically prohibited. Specifically, the Recipient and the Recipient Scientist agree that the Research Program will exclude: (i) the mixing of the Material with an intact human embryo; (ii) implanting the Material or products of the Material in a uterus; and (iii) attempting to make whole embryos with the Material by any method.
10. Upon termination of the Research Program, the Recipient and the Recipient Scientist shall return all Material to the Provider, or upon the Provider's request, destroy the Material and advise the Provider in writing of such destruction.
11. The amount of the fee for this transfer of the Material will be indicated here: US\$____. This transmittal fee does not include any costs associated with training the Recipient in cell growth and maintenance. All shipping and handling costs shall be charged to the Recipient.

The Provider, Recipient and Recipient Scientist must sign both copies of this letter and return one signed copy to the Provider with the transmittal fee. The Provider will then send the Material.

PROVIDER INFORMATION (the Technion Research and Development Foundation Ltd. and/or its affiliate) and AUTHORIZED SIGNATURE

Provider Scientist:

Provider Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official:

Date:

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist:

Recipient Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official:

Date:
