

**Attachment 3**  
**MATERIALS TRANSFER AGREEMENT**

The Trustees of the University of Pennsylvania agree to provide certain research substances and know-how (hereinafter "Materials", as further described below), for non-commercial research purposes only by the recipient described below, under the following conditions:

1. The parties to this Agreement are: The Trustees of the University of Pennsylvania (hereinafter "Penn"), on behalf of Dr. James Wilson (hereinafter "Investigator") and \_\_\_\_\_ ("Recipient Institution") hereinafter "Recipient" on behalf of \_\_\_\_\_ ("Recipient Scientist").
2. Materials covered by this Agreement include (a) those described in EXHIBIT A to be provided by Investigator at Investigator's sole discretion; (b) any related biological material and associated know-how and data provided by Investigator; and (c) any substance that is replicated or derived therefrom. These Materials are considered proprietary to Penn. Intellectual property relating to the Materials has been licensed to SmithKline Beecham Corporation, doing business as GlaxoSmithKline, a corporation organized under the laws of the Commonwealth of Pennsylvania, and its affiliates, successors and assigns (hereinafter, collectively referred to as "GSK"). Penn shall be free, in its sole discretion, to distribute the Materials to others and to use the Materials for its own use. However, it is expressly understood that due to Penn's obligations to the commercial licensee, the transfer of Materials to Recipient under this Agreement is solely for Recipient's internal research purposes. Accordingly, Penn and GSK shall retain all commercial rights to the Materials.
3. The site at which the Materials research may be conducted is Recipient's facility at the following address: \_\_\_\_\_. Recipient shall not distribute or release the Materials to any person other than laboratory personnel under Recipient's direct supervision. Recipient shall ensure that no one will be allowed to take or send these Materials to any location other than Recipient's facility at the address above, unless prior written permission is obtained from both Penn and GSK. The limited right to use the Materials granted hereunder to Recipient is not transferable or sublicenseable to any third party.
4. This Agreement and the transfer of Materials are for Recipient's use of the Materials solely for the research described in EXHIBIT A. Recipient agrees that nothing herein shall be deemed to grant any right under any Penn patents or other intellectual property rights. The Materials will not be used in research that is subject to consulting or licensing obligations to any third party, other than obligations to the U.S. government resulting from research that is funded by the U.S. government. The limited right to use the Materials which is granted hereunder to Recipient is not transferable or sublicenseable to any person or to any third party. For the avoidance of doubt, Recipient is not permitted to share the Materials with any other entity, even for an academic collaboration, without first obtaining the written permission of Penn.
5. Recipient shall have no rights in the Materials other than as provided in this Agreement, and at the request of Penn, Recipient will return all unused Materials. It is understood that any and all proprietary rights, including but not limited to patent rights, trademarks, and proprietary rights, in and to the Materials and replications or derivatives of the Materials shall be and remain in Penn, subject to the rights granted herein.

6. Any inventions created solely by Recipient hereunder shall be owned by Recipient. Recipient may not commercialize a product which contains the Materials without the written consent of Penn and GSK. Recipient agrees to contact Penn through its Penn Center for Innovation to determine what ownership interests, if any, Penn may have in such commercial product. Inventorship for such commercial product shall be determined according to US Patent Law. If the use of the Materials leads to an invention or discovery (whether or not patentable) that consists of (i) progeny, derivatives of, or improvements to the Materials, or (ii) new uses of the Materials (in either case, an "Invention"), Recipient shall promptly inform Penn in writing of all of such Inventions. **Recipient hereby covenants that it shall not sue or take any other legal action against Penn or against GSK or its sub licensees to prevent, inhibit or otherwise interfere with or restrict the use by Penn or by GSK or its sub licensees of any of such Inventions for any purpose whatsoever. This covenant shall be perpetual with respect to Penn and shall remain in force with respect to GSK or its sub licensees for so long as GSK remains the commercial licensee of Penn of the Materials.** This covenant shall bind any and all licensees, assignees, and successors in interest of Recipient with respect to any Inventions.

7. Recipient agrees to provide Penn with a copy of any abstract or manuscript pertaining to research with the Materials and to acknowledge Penn and give credit to Investigator as appropriate.

8. Recipient agrees to use the Materials in compliance with all laws and regulations, including but not limited to current EPA, FDA, USDA, and NIH guidelines. The Materials are supplied solely for non-commercial research purposes, for use in animals and/or *in vitro*. THE MATERIALS WILL NOT BE USED IN HUMANS.

9. Recipient acknowledges that the Materials are experimental in nature and they are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. PENN MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS. THE MATERIALS HAVE NOT BEEN MANUFACTURED ACCORDING TO GMP.

10. In no event shall Penn or GSK be liable for any use by Recipient of the Materials. Recipient agrees to defend, indemnify, and hold harmless Penn, its Trustees, officers, employees, faculty, students, and agents and GSK from any loss, claim, injury, damage, expense or liability (including attorney's fees), of whatsoever kind or nature, which may arise from or in connection with this Agreement, including but not limited to Recipient's use, handling or storage of the Materials.

11. Penn shall have the right to terminate this Agreement at any time if Recipient breaches any of the terms, covenants or conditions of this Agreement. Upon termination, Recipient shall immediately return to Penn all unused portions of the Materials. Recipient shall have no right to assign this Agreement or any of its rights and obligations hereunder to any third party.

12. This Agreement shall be binding upon and shall inure to the benefit of Penn, the Recipient and their respective successors, heirs and permitted assigns, including without limitation, the covenant-not to-sue contained herein in paragraph 6.

13. It is expressly understood and agreed by Penn and the Recipient that GSK, as Penn's commercial licensee of the Materials, is the intended third party beneficiary of this agreement.

**THE TRUSTEES OF THE  
UNIVERSITY OF PENNSYLVANIA**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Acknowledged and Agreed by:

**INVESTIGATOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
**RECIPIENT INSTITUTION**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Acknowledged and Agreed by:

**RECIPIENT SCIENTIST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**

**Original Materials Requested :**

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**Recipient Scientist's Name (Principle Investigator):**

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**Recipient Scientist's Address, Phone/Fax and Email:**

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**Recipient Scientist's Shipping Address (if different from above):**

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**Recipient Scientist's Business Administrator or Billing Contact:**

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**Recipient Scientist's Billing Address (eg. Accounts Payable):**

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**Recipient Scientist's FedEx Account Number (Please specify if other carrier):**

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**For the fully executed MTA: is a PDF copy acceptable?       YES     NO**

**RETURN FULLY EXECUTED MTA TO:**

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Summary of Research (including the names of genes/families of genes and application (e.g. disease):**

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