

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement (“Agreement”) is made effective as of this ____ day of ____, 2012, by and among Sigma-Aldrich Co. LLC, a Delaware limited liability company with an address of 3050 Spruce Street, St. Louis, Missouri 63103 (“Sigma”); _____ (“Customer”) located at _____; and _____ (“Recipient”) located at _____.

WHEREAS, Sigma owns or controls proprietary technology relating to certain DNA recognition, regulation, and cleavage proteins and genes encoding those proteins and certain cell lines or animals with genetic modifications resulting from the use of such proteins (“Sigma Technology”).

WHEREAS, Customer, under license from Sigma, has created certain Materials using Sigma Technology; and

WHEREAS, Customer wishes to transfer to Recipient and Recipient desires to receive samples of certain of those Materials for the purposes described herein.

NOW THEREFORE, the parties hereto agree to the terms and conditions contained herein.

1. Definitions.

a. “Material(s)” shall mean (i) any cell lines or animals genetically modified by Customer that are listed in Exhibit 1 attached hereto, and made a part hereof, and (ii) any progeny or Derivatives thereof.

b. “Derivatives” shall mean any genetic material (including splice variants), protein, cell line, animal, or other material (in each case other than the Materials) that result from the use of the Materials hereunder. The progeny of any Derivatives shall be considered Derivatives for the purpose of this agreement.

c. “Studies” shall mean the studies described in Exhibit 1 attached hereto. At Customer’s and Recipient’s request, the description of the Studies may be amended from time to time, provided that Sigma consents to such amendment in writing (which consent may be withheld at Sigma’s sole discretion).

2. Transfer of Materials. Customer shall transfer to Recipient the Materials listed on Exhibit 1 solely for the evaluation purposes stated in Section 3 herein. Sigma shall not be responsible for any shipping, handling, customs duty, or other like expenses that may be incurred in association with the transfer of Materials from Customer to Recipient.

3. Use of Materials and Derivatives. Subject to the terms and conditions of this Agreement, Sigma hereby grants Recipient a non-exclusive, non-transferable, non-sublicensable license, under all applicable intellectual property owned and controlled by Sigma, to use any Materials transferred hereunder solely for non-commercial, research purposes and solely in accordance with this Agreement. Except as expressly set forth in the preceding sentence, no

other licenses or rights under Sigma patents or other intellectual property are conveyed, either expressly or by implication or estoppel. Nothing herein shall be construed (a) to require Sigma to transfer any materials or information or (b) to require Sigma to incur any liabilities or undertake any obligations, financial or otherwise, with respect to any third party. Recipient shall use the Materials solely for the purpose of the Studies and for no other purpose, including without limitation, product development, pre-clinical or clinical testing purposes, or any other commercial purpose except as provided otherwise herein. Recipient shall not sell, transfer, disclose or otherwise provide access to the Materials, except that Recipient may allow access to the Materials to their officers or employees for purposes consistent with this Agreement, provided that such officers and employees are bound to use the Materials only in the manner permitted under this Agreement. Other than government sponsored research, Recipient shall not use the Materials, directly or indirectly, in any “sponsored” research or other research programs if the terms of such sponsorship or program would entitle the sponsor or any third party to any rights or interests in such research or its results, including without limitation the right to review and/or publish such results.

4. Results of Studies. Recipient shall keep Sigma informed of all uses made of the Materials, and shall provide Sigma with a report summarizing the use of all Materials and the results of experiments and all data generated utilizing the same (the “Results”) in a timely manner following the conclusion of such experiments. In exchange for the rights granted hereunder, including the right to first publish the Results, Customer and Recipient agree to allow Sigma to freely use the Results in its marketing efforts, provided Sigma shall not publish the Results until the Recipient has published the Results or within six (6) months of the delivery of the Results to Sigma, whichever is sooner.

5. Customer and Recipient Materials. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement grants or conveys to Sigma any right, title or interest in or to any nucleic acids incorporated into the Materials by Customer or Recipient, or any proteins (in whole or in part) expressed from such nucleic acids.

6. Confidentiality. The parties agree to maintain in strict confidence and not to disclose to any third party any information disclosed or submitted to one party (“Receiving Party”) by the other party (“Disclosing Party”) (collectively, “Confidential Information”), subject to Section 7. A Receiving Party shall use the Confidential Information received by it only for the purpose of conducting the Studies, and for no other purposes. A Receiving Party may disclose Confidential Information received by it to its employees and officers requiring access thereto for the purposes of this Agreement provided that each such employee or officer is bound by a written agreement containing nondisclosure and non-use provisions no less restrictive than those set forth in this Agreement. A Receiving Party will take all steps necessary to ensure that its employees and officers comply with the terms and conditions of this Agreement.

7. Exceptions to Confidentiality. The obligations of Section 6 shall not pertain to any information which, to the extent that a Receiving Party can establish by competent written proof:

- a. at the time of disclosure to the Receiving Party is in the public domain;

b. after disclosure to the Receiving Party, becomes part of the public domain by publication or otherwise, except by breach of an obligation of confidentiality with respect thereto;

c. is already in the Receiving Party's possession at the time of disclosure to the Receiving Party; or

d. is received by the Receiving Party, without any restrictions on further disclosure, from a third party having a right to disclose such information.

In the event that Confidential Information is required to be disclosed pursuant to a court order or as required by law or regulation, a Receiving Party may disclose such Confidential Information, provided that such Receiving Party shall give notice to the Disclosing Party and shall make a reasonable effort to obtain a protective order requiring that the Confidential Information be disclosed only to the extent required by such order, law or regulation, and that it be used only for the purposes for which the order, law or regulation requires such disclosure to be made.

8. Publication. Customer and Recipient shall be free to use the results of the Studies for their own noncommercial teaching, research, education, clinical and publication purposes; provided, however, that Customer and Recipient shall first submit to Sigma for its review, a copy of any proposed publication or other presentation of the results of the Study at least thirty (30) days prior to the date of submission for publication or other presentation in order to provide Sigma with an opportunity to request removal of any Confidential Information. If Customer or Recipient receives no response from Sigma within thirty (30) days after the date such materials are submitted to Sigma, Customer or Recipient may proceed with the publication or presentation without delay.

9. Termination. This Agreement shall terminate upon completion of the Studies. Promptly upon any termination of this Agreement, Recipient shall destroy any remaining Materials and Confidential Information, in each case subject to Recipient's right to retain one (1) copy of the Confidential Information for its legal archives. Sections 1 and 3-14 shall survive the termination or expiration of this Agreement for the time periods stated therein; provided, however that if no time period is specified in a particular section, then such section shall survive indefinitely.

10. No License. Nothing in this Agreement shall be construed as conferring on the Recipient any license or option to license any Materials, Derivatives, Inventions, or Confidential Information except to the limited extent necessary to perform the Studies under this Agreement.

11. Disclaimer; Waiver; Indemnification. Customer and Recipient understand and agree that the Materials are experimental, that they may have unpredictable and unknown biological and/or chemical properties, that they are to be used with caution, and that they are not to be used for testing in or treatment of humans. Customer and Recipient agree to comply with all laws, regulations and guidelines including, without limitation, those of the Food and Drug Administration and the National Institutes of Health, for the transport, handling, storage and use thereof. **BECAUSE THE MATERIALS ARE EXPERIMENTAL IN NATURE, THEY ARE BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED,**

INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIGMA MAKES NO REPRESENTATION OR EXPRESS OR IMPLIED WARRANTY THAT THE USE OF THE MATERIALS WILL NOT INFRINGE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES AND HEREBY DISCLAIMS THE SAME. Customer and Recipient and their employees using the Materials agree to waive all claims against Sigma relating to the Materials. Customer and Recipient agree that in no event shall Sigma be liable for any use of Materials by Customer or Recipient and that Customer and Recipient shall indemnify, defend and hold harmless Sigma and its affiliates and their directors, officers, employees, affiliates, and agents and their respective successors, heirs and assigns against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon them in connection with any claims, suits, actions, demands or judgments arising out of the Studies or Customer or Recipient's transport, handling, storage, or use of the Materials under this Agreement.

12. Notice. Notices required herein shall be given by prepaid certified or registered mail or by facsimile to the addresses or facsimile number of the parties set forth below:

If to Sigma:

Sigma-Aldrich
3050 Spruce Street
St. Louis, Missouri 63103
ATTN: General Counsel
Fax: (314) 286-7870

If to Customer:

Fax: () _____

If to Recipient:

Fax: () _____

13. Injunctive Relief. Customer and Recipient hereby acknowledge and agree that in the event of any breach of this Agreement by the Customer or Recipient, including, without limitation, the actual or threatened disclosure of Sigma Confidential Information without the prior express written consent of Sigma, Sigma could suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, Customer and Recipient hereby agree that Sigma shall be entitled to

specific performance of the Customer and Recipient's obligations under this Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction.

14. Miscellaneous. This Agreement may not be transferred or assigned by Customer or Recipient without the prior written consent of Sigma. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreements or understandings with respect thereto. No change, modification, alteration or addition to any provision of this Agreement shall be binding unless in writing and executed by duly authorized representatives of all parties. This Agreement shall be governed by and construed under the laws of the State of Missouri, without regard to any conflicts of laws principles that would require the application of the laws of another jurisdiction. Any claim or controversy arising out of or related to this Agreement or any breach hereof shall be submitted to a court of applicable jurisdiction in the State of Missouri, and each party hereby consents to the exclusive jurisdiction and venue of such court.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

AGREED TO AND ACCEPTED BY:

CUSTOMER:

BY: _____ (signature)

NAME: _____

TITLE: _____

DATE: _____

RECIPIENT:

BY: _____ (signature)

NAME: _____

TITLE: _____

DATE: _____

SIGMA-ALDRICH CO. LLC

BY: _____ (signature)

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT 1

I. Materials

[To be provided by Customer]

II. Evaluation

[To be provided by Recipient]