

## **NOTICE: THIS IS A LEGALLY BINDING CONTRACT**

Between Wellcome Trust Sanger Institute and the Recipient institution

It is essential that the person signing this contract on behalf of the Recipient institution has the authority to do so on the Recipient institution's behalf, thus creating legal obligations on behalf of Recipient institution.

Examples of people who may have such authority include: Recipient institution's Directors, Heads of legal, Heads of finance and Technology Transfer Associates.

Examples of people who typically do NOT have such authority include: Recipient institution's lab heads/principal investigators, post docs, students.

**The person signing this Contract represents and warrants to Wellcome Trust Sanger Institute that they have the authority to sign such contracts on behalf of Recipient institution.**

Signature of this contract by an unauthorised person or failure of the authorised signatory to tick the box below may result in a significant delay in processing the Recipient institution's request for Material.

**Recipient institution's signatory should tick this box to indicate that he/she has read this notice.**

**This document is 6 pages long.**

## WTSI - *Plasmo*GEM MATERIALS TRANSFER AGREEMENT

<b>Start Date</b>		
<b>MTA Ref No.</b>		
<b>Recipient Host Institute</b>	Legal title: Address:  [Authorised Signatory ]:	
<b>Sanger</b>	Name: Address:	Genome Research Limited, Wellcome Trust Sanger Institute, Hinxton, Cambridge, CB10 1SA
<b>Materials</b>	<p>pJAZZ DNA vector(s), or derivatives thereof, containing <i>Plasmodium</i> genomic DNA inserts or synthetic sequences, which may be modified further to function as genetic modification vectors for <i>Plasmodium</i> species. These may be supplied as DNA or using <i>E. coli</i> TSA, or derivatives thereof, as host.</p> <p>This Agreement will cover supplies of Materials (including future supplies) that Sanger provides under the MTA reference set out above.</p>	
<b>Recipient's Principal Investigator</b>	Name: Address:  Tel: Fax: Email:	
<b>Sanger's Contact</b>	Name: Address:  Tel: Fax: Email:	Frank Schwach <i>Plasmo</i> GEM - The <i>Plasmodium</i> Genetic Modification Project, Malaria Programme, Genome Research Limited, Wellcome Trust Sanger Institute, Hinxton, Cambridge, CB10 1SA. +44 (0)1223 49 4726 +44 (0)1223 49 5353 <a href="mailto:plasmogem@sanger.ac.uk">plasmogem@sanger.ac.uk</a>

Sanger is willing to provide the Recipient with the Materials for use in the course of the Research (as defined at Clause 2.1.1). The Recipient wishes to be free to publish and exploit the results of the Research and is willing to do so on terms which protect Sanger's interests in the Materials. Accordingly, Sanger is willing to provide and the Recipient is willing to accept the Materials in accordance with the provisions of this Agreement.

**Sanger and the Recipient hereby agree to be bound by the provisions of this Agreement.**

Signed for and on behalf of the **RECIPIENT**  
by its duly authorised signatory:

Signed for and on behalf of **SANGER** by its duly  
authorised signatory:

Signature:

Signature:

Name:

Name:

Title:

Title:

## **1. Delivery of the Materials**

- 1.1 Sanger shall send to the Recipient's Principal Investigator the Materials in a manner consistent with the optimum stability and safe delivery of the Materials.
- 1.2 Sanger shall provide the Recipient with any protocols that Sanger may have concerning the handling, storage and safety of the Materials.

## **2. Use of the Materials**

- 2.1 The Recipient shall ensure that the Materials are:
  - 2.1.1 used only for non-commercial academic research in the field of malaria and not for any Commercial Purpose as defined at Clause 4.1.2 (the 'Research');
  - 2.1.2 not used for administration to human subjects;
  - 2.1.3 handled and stored in accordance with any reasonable protocols provided to the Recipient pursuant to Clause 1.2;
  - 2.1.4 used only at the Recipient organization and only in the Recipient Principal Investigator's laboratory under the direction of the Recipient Principal Investigator or others working under his/her direct supervision; and
  - 2.1.5 not be transferred to anyone else within or outside of the Recipient organisation.

## **3. Intellectual Property Rights**

- 3.1 Sanger hereby grants to the Recipient a non-exclusive worldwide royalty-free research licence under its intellectual property rights to use the Materials for the purposes of the Research on the terms set out in this Agreement.
- 3.2 Sanger makes no warranty or representation that the Materials (whether when used for the Research or otherwise) do not and will not infringe the intellectual property of a third party. Sanger hereby excludes to the fullest extent permitted by law any liability arising (whether directly or indirectly) from any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by Recipient arising from a claim by a third party that the use of the Materials for the purposes of the Research or otherwise infringes the intellectual property of the third party.
- 3.3 Recipient acknowledges that the Materials were constructed using proprietary vector (pJAZZ or derivatives thereof) and associated electrocompetent cell technology (TSA or derivatives thereof) of Lucigen Corporation ('Lucigen') under terms allowing use and distribution of a malaria research resource for Research in accordance with this Agreement. Such terms do not permit Recipient to re-create or reverse engineer the pJAZZ-derived vector backbone or TSA host cells that can, and should instead, be obtained direct from Lucigen. Nothing in this Agreement shall operate to transfer to the Recipient any intellectual property rights of Sanger or Lucigen in the Materials and, except as provided in

this Agreement, no express or implied licenses or other rights are provided to the Recipient under any intellectual property of Sanger or Lucigen. In particular, no express or implied licenses or other rights are provided to use the Material, Modifications, or any related patents of Sanger or Lucigen for Commercial Purposes (as defined at Clause 4.1.2).

- 3.4 All intellectual property rights (including, without limitation, design rights, copyrights, database rights, rights in confidential information and know-how and the right to apply for patents) and all results, data and discoveries arising out of the use of the Materials in the Research shall belong to the Recipient. Except as specifically provided in Clauses 3.6, Sanger shall have no right or licence in respect of such intellectual property rights, results, data and/or discoveries.
- 3.5 In this Agreement, “**Invention**” shall mean a patentable invention developed by the Recipient in the course of the use of Materials in the Research that relates directly and principally to the Materials itself.
- 3.6 If the Recipient files any application for a patent in respect of an Invention, it shall at Sanger's request and expense, grant to Sanger a non-exclusive, worldwide, royalty-free licence to use for research purposes only any resultant patents solely in connection with the Materials (with the right to sub-license solely in connection with the distribution of the Materials to third parties by Sanger under a substantially similar agreement to this agreement).
- 3.7 Any publication of the results of the Research shall acknowledge (i) Sanger as having made available the Materials, and (ii) Lucigen as the source of the plasmid vector used to generate the *PlasmoGEM* resource. This may be achieved by referring to Gomes AR. et al., A genome-scale vector resource enables high-throughput reverse genetic screening in a malaria parasite, *Cell Host Microbe*. 2015 11;17(3):404-13, for the *PlasmoGEM* resource and to Godiska R. et al., Linear plasmid vector for cloning of repetitive or unstable sequences in *Escherichia coli*. *Nucleic Acids Res.* 38, e88 (2010), for the pJAZZ plasmid backbone.

#### 4. **Modifications**

4.1 For the purposes of this Section 4:

- 4.1.1 ‘Modification’ shall mean substances created by the Recipient which contain/incorporate any of the Material;
- 4.1.2 ‘Commercial Purposes’ shall mean the sale, lease, license or other transfer of any of the Material or a Modification to a for-profit organization. ‘Commercial Purposes’ shall also include uses of the Material or Modifications by any organization, including Recipient, to perform fee for service contract research, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material or Modifications to a for-profit organization. However, industrially sponsored academic research or use of the Materials or Modifications by a Public Private Partnership in the field of malaria shall not be considered a use of the Material or Modifications for Commercial Purposes per se, unless any of the above conditions of this definition are met.

4.2 The Recipient may distribute Modifications to not-for-profit organisation(s), including to Public Private Partnerships, for Research (as defined at Clause 2.1.1 above) under an agreement at least as protective of the rights of Sanger and Lucigen as this Agreement is.

4.3 The Recipient may not use or distribute the Modifications for Commercial Purposes. It

is recognized by the Recipient that use of the Material within the Modifications for Commercial Purposes may require a commercial license from Sanger and/or Lucigen and neither Sanger nor Lucigen has any obligation to grant such a commercial license. Nothing in this paragraph, however, shall prevent the Recipient from granting commercial licenses under the Recipient's intellectual property rights claiming such Modifications, or methods of their manufacture or their use.

## **5. Confidentiality**

5.1 The Recipient shall keep confidential any confidential information relating to the Materials that is disclosed to it by Sanger pursuant to this Agreement. The Recipient shall only use such information for the purposes of the Research with the Materials and shall not disclose it to any person other than personnel of the Recipient engaged in carrying out the Research.

5.2 Clause 5.1 shall not apply to any information that:

5.2.1 is published by and/or is contained in any publication which Sanger has published or becomes public knowledge other than through breach of this Agreement; or

5.2.2 is independently developed by the Recipient or acquired from a third Party, to the extent that it is acquired with the right to disclose it; or

5.2.3 was lawfully in the possession of the Recipient prior to the date of this Agreement; or

5.2.4 is required to be disclosed by law or any court of competent jurisdiction, any tax or regulatory authority or any binding judgement, order or requirement of any other competent authority, provided that the Recipient shall inform Sanger where possible prior to any such disclosure.

## **6. General**

6.1 Neither party shall be entitled to assign or otherwise transfer any of its rights or obligations under this Agreement to any person except with the prior written consent of the other.

6.2 All notices given under this Agreement must be in writing and delivered to the relevant contact person as shown on the front sheet of this Agreement.

6.3 The failure of either party to enforce or to exercise any right under this Agreement does not constitute a waiver of that right and shall not affect that party's right later to enforce or to exercise it.

6.4 The Recipient accepts that the Materials are supplied on an "as is" basis, are experimental in nature and that Sanger makes no warranty or representation, express or implied, as to the properties, capabilities or safety of the Materials. Save in the case of death or personal injury resulting from Sanger's negligence, Sanger hereby excludes to the fullest extent permitted by law all liability for any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by Recipient that may arise (whether directly or indirectly) in any way whatsoever from the supply of the Materials and their use by Recipient.

6.5 Sanger understands that any Invention which is licensed to it pursuant to Clause 3 is licensed on an "as is" basis. The Recipient excludes all warranties, conditions or representations, express or implied, as to such Invention's safety, quality, suitability for any

purpose or any other of its properties or capabilities.

- 6.6 No variation of or amendment to this Agreement shall bind either party unless made in writing and signed by a duly authorised representative of each party.
- 6.7 Subject to clause 3.7, the Recipient shall not use Sanger's name in any publication, public announcement or other public disclosure without the consent of Sanger.
- 6.8 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.