Tri-Institutional hESC-related Materials Transfer Agreement
Effective Date: June 10, 2008

Whereas, Memorial-Sloan Kettering Cancer Center, The Rockefeller University
and Joan and Sanford I. Weill Medical College of Cornell University (collectively, the
“Parties”) have formed the Tri-Institutional Stem Cell Initiative (“Tri-SCI Initiative”);

Whereas, one of the purposes of the Tri-SCI Initiative is to promote collaborative
human embryonic stem cell research among the three institutions;

Whereas, executing a Tri-SCI hESC-related Master Materials Transfer
Agreement to be used in conjunction with Implementing Letters for the actual transfer of
materials among the institutions will facilitate that purpose;

NOW, THEREFORE, in consideration of the Parties’ mutual promises set forth
herein, the receipt and sufficiency of which are acknowledged, the Parties agree as set
forth below.

I. Definitions:

1. PROVIDER: Defined in Implementing Letter

2. PROVIDER SCIENTIST: Defined in Implementing Letter

3. RECIPIENT: Defined in Implementing Letter

4. RECIPIENT SCIENTIST: Defined in Implementing Letter

5. ORIGINAL MATERIAL: Defined in Implementing Letter

This MATERIAL may or may not include individually identifiable health information that
can be linked to specific individuals through a coding system. PROVIDER will indicate in
the Implementing Letter whether the MATERIAL includes such individually identifiable
health information. If MATERIAL includes individually identifiable health information,
then RECIPIENT will treat such information in a manner that is consistent with any
restrictions on confidentiality indicated by PROVIDER in the Implementing Letter.

6. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED
DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other
substances created by the RECIPIENT through the use of the MATERIAL which are not
MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

7. PROGENY: Unmodified descendant from the MATERIAL, such as virus from
virus, cell from cell, or organism from organism.

8. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which
constitute an unmodified functional subunit or product expressed by the ORIGINAL
MATERIAL. Some examples include: subclones of unmodified cell lines, purified or
fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA
supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.
9. MODIFICATIONS: Substances created by the RECIPIENT which contain and/or incorporate the MATERIAL.

10. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of or other agreement relating to the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES also shall include uses by any organization, including RECIPIENT of the MATERIAL or MODIFICATIONS, to perform contract research, to screen compound libraries for the benefit of a for-profit organization, to produce or manufacture products for general sale, or to conduct research activities that are subject to any sale, lease, license, or other agreement, including transfer of the MATERIAL or MODIFICATIONS to a for-profit organization.

II. Terms and Conditions of this Agreement:

1. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

   (a) is to be used solely for teaching and academic or other non-COMMERCIAL internal research purposes;

   (b) will not be used in human subjects, in clinical trials, or for therapeutic or diagnostic purposes involving human subjects without the written consent of the PROVIDER;

   (c) is to be handled, used or disposed of only at the RECIPIENT organization(s) and only in the [their] RECIPIENT SCIENTIST's[s'] laboratory[ies] under the direction of the RECIPIENT SCIENTIST[s] or others working under his/her [their] direct supervision;

   (d) will not be transferred to another scientist at the RECIPIENT organization(s) without the prior written notice to the PROVIDER;

   (e) will be handled, used and/or disposed of only in compliance with applicable treaties, laws and regulations, as they are amended from time to time, and only after securing such review and approval as such treaties, laws and regulations require;

   (f) will be used ethically, in substantial conformance with the review procedures and ethical guidelines of the National Academy of Sciences and/or other authoritative national or state standards, as may be established from time to time; and

   (g) will be used in substantial compliance with applicable contractual or intellectual property rights of third parties, relating to the receipt and proposed use by RECIPIENT of the MATERIALS under the laws of diverse jurisdictions, provided written notice to RECIPIENT of such rights is given;

2. (a) The RECIPIENT acknowledges that the MATERIAL may be the subject of a patent application, patent, copyright, trade secret or other proprietary rights in one or more countries. Except as provided in this Agreement, no express or implied licenses or
other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER or any third party, including with respect to any altered forms of the MATERIAL made by the PROVIDER. In particular, but without limitation, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents, patent applications, copyrights, trade secrets or other proprietary rights of the PROVIDER for COMMERCIAL PURPOSES.

(b) RECIPIENT represents that it has satisfied all regulatory and institutional approvals, as are required, including but not limited to Institutional Review Board or foreign equivalent and/or Ethics Committee and/or other approvals that may be required for the use of MATERIALS. RECIPIENT will provide adequate documentation of its compliance with this term if reasonably requested by the PROVIDER.

(c) Except to the extent prohibited by applicable law, the RECIPIENT agrees to indemnify and hold harmless PROVIDER, its trustees, officers, faculty, employees, agents and medical and research staff, including without limitation SCIENTIST, from any liability, loss or damage they may suffer as a result of claims against them arising from RECIPIENT’s use, storage or disposal of the MATERIAL, or arising from a breach of this Agreement.

(d) If individually identifiable health information is or may be provided for MATERIAL, PROVIDER will indicate that such information is confidential in the Implementing Letter that corresponds to such MATERIAL, but the absence of an indication of confidentiality will not affect RECIPIENT or RECIPIENT SCIENTIST’s obligation under this paragraph 2(d). In the event a breach of confidentiality occurs, RECIPIENT shall provide prompt written notice to the PROVIDER.

3. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS. The PROVIDER certifies that, it has obtained all consent(s), approval(s) and/or authorization(s) necessary to provide the MATERIAL for use in accordance with this Agreement.

4. Subject to any third-party rights, the RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not MATERIAL, PROGENY or UNMODIFIED DERIVATIVES (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, or UNMODIFIED DERIVATIVES). If either paragraph 4(a) or 4(b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, such material will be jointly owned by the PROVIDER and RECIPIENT. The ownership of intellectual property (IP) resulting from such collaborative efforts will be determined on a case-by-case basis according to the primary academic appointment of the PROVIDER SCIENTIST and RECIPIENT SCIENTIST. The protection of IP and its licensing for commercial development will be determined on a case-by-case basis by the technology transfer officers of the PROVIDER and RECIPIENT. If IP is jointly owned, then the technology transfer offices of the PROVIDER and RECIPIENT will execute an invention management agreement based on standard practice in the field.
5. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST’s direct supervision. The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right to distribute, nonexclusively, substances and materials created by the RECIPIENT through the use of the ORIGINAL MATERIAL, including MODIFICATIONS (“Substances and Materials”), provided that (a) those Substances and Materials are not PROGENY or UNMODIFIED DERIVATIVES; (b) such transfer is not otherwise restricted by unlicensed third party rights or otherwise; (c) the RECIPIENT, in documents effecting such distribution, reserves the right to deposit the Substances and Materials in banks and depositories providing reasonable public and scientific access on ethical terms in substantial compliance with guidelines and standards of the National Academy of Sciences or other authoritative national standards as may be established from time to time; (d) the RECIPIENT reserves all rights necessary to transfer nonexclusively such Substances and Materials, and sufficient rights to use them, to other academic and governmental research institutions for internal research purposes at nominal cost, and will implement arrangements to effect such transfers; (e) the RECIPIENT agrees that upon request it will also provide such Substances and Materials to PROVIDER at nominal cost; and (f) the RECIPIENT conditions transfer of such Substances and Materials to further recipients on terms substantially similar to the terms of this paragraph 5, and does not acquire commercial, monetary or other rights directly or indirectly for itself or others under such agreements or arrangements that are greater than the rights of PROVIDER under this Agreement.

6. Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide or license MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and/or third parties and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. RECIPIENT may grant commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use, if not subject to PROVIDER's and/or third party rights and restrictions.

7. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license, subject to any pre-existing rights held by others. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to governmental authorities and funding agencies or bodies. RECIPIENT is responsible for timely procuring all necessary licenses from all third parties.

8. Subject to PROVIDER’s and/or third party rights or restrictions in the MATERIAL, the RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to provide prompt written notification to the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.
9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature, and may have hazardous properties. RECIPIENT also understands that the MATERIAL may have the potential for carrying viruses, latent viral genomes, or other infectious agents. RECIPIENT agrees to treat the MATERIAL as if it is not free of contamination, and assumes full responsibility for its safe and appropriate handling. RECIPIENT further understands that any MATERIAL delivered pursuant to this Agreement may require as a condition to its use, the acquisition of rights from third parties. Subject to paragraph 3 of this Article II, THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. IN ADDITION, THE PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE MATERIAL, ITS SOURCE, MERCHANTABILITY, TRANSFER OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS.

10. Except to the extent prohibited by law, the RECIPIENT assumes all liability for claims for damages which may arise from its use, storage, disposal and/or transfer of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use, storage, disposal and/or transfer of the MATERIAL by the RECIPIENT, except to the extent permitted by law when such loss, claim or demand is caused by the gross negligence and/or willful misconduct of the PROVIDER.

11. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications. However, RECIPIENT agrees not to claim, infer, or imply that the PROVIDER endorses the research findings, the RECIPIENT institution(s) or RECIPIENT SCIENTIST(s) conducting the research.

12. This Agreement will terminate upon thirty (30) days notice by any party hereto. Each Implementing Letter will terminate as indicated on the Implementing Letter or, if no date is indicated, on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties without restriction, for example, though reagent catalogs or public depositories or (b) on completion of the RECIPIENT's current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other. Upon the effective date of termination, or if mutually agreed, any deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

13. Paragraphs 2, 3, 4, 9, 10 and 15 of this Article II shall survive termination.

14. The MATERIAL is provided at no cost, unless a fee is specified in the Implementing Letter, and in such event the transmittal fee shall be solely to reimburse the PROVIDER for its preparation and distribution costs.

15. This Agreement will be construed so as to comply with the laws of New York without regard to its conflicts of law provisions.
Memorial-Sloán Kettering-Cancer Center

Andrew D. Maslow, Esq.
Director, Office of Industrial Affairs

The Rockefeller University

Kathleen A. Denis, PhD
Associate Vice President, Technology Transfer

Joan and Sanford I. Weill Medical College of Cornell University

Barbara Pifel, JD, MBA, RN
Senior Director, Grants & Contracts

This Material Transfer Agreement was adapted and modified from the ISSCR sample MTA.
The purpose of this letter is to provide a record of the HESC-related material transfer and to memorialize the agreement between the PROVIDER SCIENTIST and PROVIDER INSTITUTION (identified below) and the RECIPIENT SCIENTIST and RECIPIENT INSTITUTION (identified below) to abide by all terms and conditions of the Tri-Institutional HESC-related Material Transfer Agreement (TIHMTA), between and among Memorial Sloan Kettering Cancer Center (MSKCC), The Rockefeller University (RU) and Joan and Sanford I. Weill Medical College of Cornell University (WCMC), dated June 10, 2008. The RECIPIENT SCIENTIST and the Authorized Official of RECIPIENT INSTITUTION should sign this letter and provide a copy to the PROVIDER. After PROVIDER and PROVIDER INSTITUTION have signed this letter, the PROVIDER SCIENTIST will forward the material to the RECIPIENT SCIENTIST.

1. PROVIDER: INSTITUTION providing the ORIGINAL MATERIAL:
   - MSKCC
   - RU
   - WCMC

2. RECIPIENT: INSTITUTION receiving the ORIGINAL MATERIAL:
   - MSKCC
   - RU
   - WCMC

3. ORIGINAL MATERIAL (Describe Material):

4. Restrictions: PROVIDER should indicate any restrictions on use of ORIGINAL MATERIAL, including any restrictions set forth in a material transfer agreement or any agreement that funded or sponsored the creation of the ORIGINAL MATERIAL.

5. Confidentiality Restrictions: PROVIDER should indicate any restrictions in donors’ consent form, including requests to maintain confidentiality of individually identifiable information. Please check one option below.

   - ORIGINAL MATERIAL is provided with no individually identifiable health information, other than a code that enables PROVIDER INSTITUTION to match the ORIGINAL MATERIAL to the donor. PROVIDER INSTITUTION agrees that it will not release the individually identifiable health information to RECIPIENT INSTITUTION or RECIPIENT SCIENTIST under any circumstances, consistent with the Office for Human Research Protections (OHRP) “Guidance on Research Involving Coded Private Information or Biological Specimens,” dated August 10, 2004 (at: http://www.hhs.gov/ohrp/humansubjects/guidance/cedebiol.htm).

   - ORIGINAL MATERIAL is provided with individually identifiable health information.

Additional restrictions or instructions:

6. Termination date for this letter (optional):

7. The transmittal fee, if any, is:

This Implementing Letter is effective when signed by all parties. The parties executing this Implementing Letter agree to be bound by the terms of the TIHMTA, for the transfer described above. This Implementing Letter may be executed in counterparts, and facsimile or electronic signatures shall have the same effect as original signatures.

PROVIDER SCIENTIST
Name:
Department:
Signature: Date:

RECIPIENT SCIENTIST
Name:
Department:
Signature: Date:

PROVIDER INSTITUTION (Authorized signatory)
Name:
Title:
Signature: Date:

RECIPIENT INSTITUTION (Authorized signatory)
Name:
Title:
Signature: Date: