

Material Transfer Agreement  
Standard Academic

CS0988-67

PROVIDER of Original Material:

Washington University  
One Brookings Drive  
St. Louis, Missouri 63130

Provider's Scientist:

Herbert W. Virgin IV, M.D., Ph.D.

RECIPIENT Institutions:

Department for Environment Food and Rural Affairs - United Kingdom,  
- (Represented by Central Science Laboratory and Veterinary Laboratories Agency)  
Katholieke Universiteit, Leuven, Belgium  
Veterinary Research Institute, Czech Republic  
University of Helsinki, Finland  
University of Patras, Greece  
Istituto Superiore di Sanita, Italy  
National Institute for Public Health and the Environment (RIVM), Netherlands (by separate agreement)  
Wageningen University Research, Netherlands  
National Veterinary Research Institute, Poland  
Scientific Veterinary Institute "Novi Sad", Serbia  
University of Ljubljana, Slovenia  
Instituto Tecnológico Agrario de Castilla y Leon, Spain  
University of Barcelona, Spain  
(Hereinafter, collectively referred to as "RECIPIENT")

Recipient's Scientist:

Martin D'Agostino  
Malcolm Banks  
Kris Willems  
Ivo Pavlik  
Leena Maunula  
Apostolos Vantarikis  
Franco Ruggeri  
Saskia Rutjes  
Wim van der Poel  
Artur Rzezutka  
Tamas Petrovic  
Peter Raspor  
Marta Hernandez Perez  
Rosina Girones

(Hereinafter, collectively referred to as "RECIPIENT SCIENTIST")

ORIGINAL MATERIAL (Enter description of Original Material here):

**Plaque Purified Murine Norovirus, anti-MNV-1 antibody and plasmid containing MNV-1 (note, the material will be provided by Dr. Sylvia Bofil-Mas, University of Barcelona)**

RESEARCH PROJECT

Integrated Monitoring and Control of Foodborne Viruses in European Food Supply Chains Grant agreement no.:213178

MATERIAL FEE: N/A

TERMINATION DATE (If none, enter "Not Applicable"): N/A

#### I. Definitions:

1. 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.
2. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
3. UNMODIFIED DERIVATIVES: Substances 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.
4. MODIFICATIONS: Substances created by the RECIPIENT which contain or incorporate the MATERIAL.
5. COMMERCIAL PURPOSES: Any sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to an entity other than a NON-PROFIT ORGANIZATION or any use of MATERIAL or MODIFICATIONS for or with an entity other than a NON-PROFIT ORGANIZATION. COMMERCIAL PURPOSE includes, without limitation, uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform any service for sale or contract research, to screen compound libraries, to produce or manufacture products for sale, or to conduct activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to other than a NON-PROFIT ORGANIZATION. However, industrially sponsored academic research 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.

6. **NONPROFIT ORGANIZATION(S)**: A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute. As used herein, the term also includes government agencies.

## II. Terms and Conditions of this Agreement:

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
2. 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 PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES).

If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, the PROVIDER and the RECIPIENT will jointly own the inventorship, and each of them will bear for 50% of the joint costs and will be entitled to 50% of the revenues of the results, unless explicitly agreed otherwise in writing.

3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:
  - (a) will not be used for any Commercial Purposes;
  - (b) is to be used solely for the Research Project;
  - (c) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;
  - (d) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision;
  - (e) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER; and
4. 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. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate agreement having terms consistent with the terms of this Agreement, to other scientists at NONPROFIT ORGANIZATION(S) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

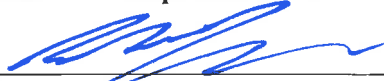
5. (a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.  
  
(b) Neither RECIPIENT nor the RECIPIENT SCIENTIST may provide MODIFICATIONS for COMMERCIAL PURPOSES without a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. 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.
6. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as expressly 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, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.
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. 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 the Federal Government.
8. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify 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 provided "AS IS" and 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 OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT PROVIDER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF SUCH PURPOSE), OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT.
10. The RECIPIENT assumes all liability due to or arising from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made or incurred by the RECIPIENT or any third party. To the fullest extent allowed by law, RECIPIENT agrees to indemnify, defend and hold harmless PROVIDER, and each of its present and former trustees, faculty, staff, employees, students, directors, officers, agents, successors and assigns (each a "PROVIDER INDEMNITEE") from and against any and all judgments, losses, expenses, damages

and/or liabilities (including, without limitation, any and all attorneys' and expert witness fees and court costs), that a PROVIDER INDEMNITEE may incur from any and all claims, suits, actions and/or proceedings (collectively, "Claims") due to or arising out of the use, storage, or disposal of the MATERIAL by RECIPIENT or any third party receiving MATERIAL from RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER. As used in this Section 10, gross negligence means conduct of sufficient culpability to support, under applicable state law, the imposition of punitive damages.

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 PROVIDER'S SCIENTIST with a copy of any such publication and to provide appropriate acknowledgement of the source of the MATERIAL in all publications.
12. RECIPIENT agrees that RECIPIENT and RECIPIENT SCIENTIST shall (1) ensure that only qualified scientists work with the MATERIALS in proper facilities; (2) not transfer, export, resell, or otherwise dispose of any MATERIAL to any third party under any circumstances; and (3) handle, use, transport and store the MATERIAL in compliance with all applicable statutes and regulations, such as, for example, those relating to research involving the use of animals or recombinant DNA as well as all applicable statutes and regulations relating to exportation and deemed exportation.
13. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, through reagent catalogs or public depositories, or (b) on completion of the RECIPIENT's Research Project, or (c) on thirty (30) days written notice by either party to the other, or (d) on the Termination Date, if any, provided that:
  - (i) if termination should occur under 13(a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available sources; and
  - (ii) if termination should occur under 13(b) or (d) above, the 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; and
  - (iii) in the event the PROVIDER terminates this Agreement under 13(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER may defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of the Research Project. Upon the effective date of termination, or if requested, the 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.
14. Paragraphs 5, 8, 9 and 10 shall survive termination.

The undersigned have read, understand and agree to all the terms and conditions of this Agreement. The Authorized Representative has the full authority to execute this Agreement on behalf of the RECIPIENT and bind RECIPIENT to all the terms and conditions herein.

Agreed:  
Central Science Laboratory  
Authorized Representative

  
\_\_\_\_\_  
Signature

Name: Dr Rick Mumford

Title: Head of Group

Date: 25/11/08

Read and Understood:  
Recipient Scientist

  
\_\_\_\_\_  
Signature

Name: Martin D'Agostino

Date: 28/11/08

**Agreed:  
Veterinary Laboratories Agency  
Authorized Representative**

Signature

Name: STEVEN EDWARDS

Title: Professor

Date: 11 August 2008

**Read and Understood:  
Recipient Scientist**

Signature

Name: MALCOLM BANKS

Title: Doctor

Date: 11 August 2008

**Veterinary Laboratories Agency**  
New Haw  
Addlestone  
Surrey KT15 3NB

**Agreed:**  
**Katholieke Universiteit**  
**Authorized Representative**

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

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

Title: **Dr. Olivier LESGROART**

Date: **IPR Officer**

**Read and Understood:**  
**Recipient Scientist**

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


Name: **Willems, Kris**

Date: \_\_\_\_\_

**Paul VAN DUN**  
**General Manager**

②

**Agreed:  
Veterinary Research Institute  
Authorized Representative**


  
\_\_\_\_\_  
Signature

Name: Jiri Rubeš – deputy director

Title: Prof, MVDr. CSc. \_\_\_\_\_

Date: August 5, 2008 \_\_\_\_\_

**Read and Understood:  
Recipient Scientist**

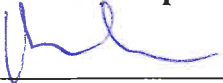
  
\_\_\_\_\_  
Signature

Name: Ivo Pavlik \_\_\_\_\_

Date: August 5, 2008 \_\_\_\_\_

**VÝZKUMNÝ ÚSTAV  
VETERINÁRNÍHO LÉKAŘSTVÍ, v.v.l  
621 00 BRNO, Hudcova 70**

**Agreed:**  
**University of Helsinki**  
**Authorized Representative**


  
\_\_\_\_\_  
Signature

Name:   Hannu Korkeala  

Title: Head of the dpt of food and  
environmental hygiene

Date:           5<sup>th</sup> August 2008          

**Read and Understood:**  
**Recipient Scientist**

  
\_\_\_\_\_  
Signature

Name:   Leena Maunula  

Date:           5<sup>th</sup> August 2008          



**Agreed:  
University of Patras  
Authorized Representative**

*Anastassopoulos V*  
Signature

Name: **Prof V. Anastassopoulos**

Title: **Vice Rector**

Date: **25/11/2008**



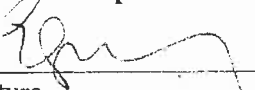
**Read and Understood:  
Recipient Scientist**

*A. Vantarakis*  
Signature

Name: **Dr. A. Vantarakis**

Date: **25/11/2008**

Agreed:  
Istituto Superiore di Sanita  
Authorized Representative

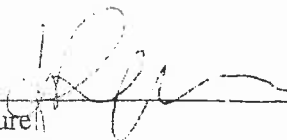
  
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Name: ENRICO GARACI

Title: PRESIDENT ISS

Date: 4 December, 2008

Read and Understood:  
Recipient Scientist

  
\_\_\_\_\_  
Signature

Name: Franco Neri Ruggieri

Date: 4 December, 2008



**Agreed:**  
**Wageningen University Research**  
**Authorized Representative**

Signature

Name:

Dr. F.G.v. Zijderveld

Title:

dep-director

Date:

12 August 2008

**Read and Understood:**  
**Recipient Scientist**

Signature

Name:

Wim H M van der Poel

Date:

12 Aug 2008



**CENTRAAL VETERINAIR INSTITUUT**  
**WAGENINGEN UR**

Postbus 65, 8200 AB Lelystad  
Tel. 0320-238800, [www.cvl.wur.nl](http://www.cvl.wur.nl)

**Agreed:  
National Veterinary Research Institute  
Authorized Representative**

Signature

Name: Tadeusz Wijaszka DVM, PhD, ScD

Title: Director General

Date: 2008.08.04

**Read and Understood:  
Recipient Scientist**


Signature

Name: Artur Rzeżutka DVM, PhD

Date: 2008.08.04

**NATIONAL VETERINARY RESEARCH INSTITUTE**  
57 Partyzantow Street  
24-100 Pulawy, POLAND  
Phone +48 81 8893000, Fax +48 81 8862595  
<http://www.piwet.pulawy.pl>  
REG. 000080252, VAT No 716-00-10-761

**Agreed:**  
**Scientific Veterinary Institute "Novi Sad"**  
**Authorized Representative**

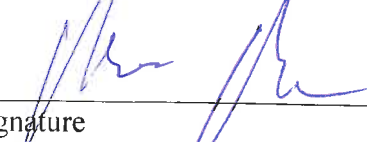
  
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Signature

Name: Branka Vidic D.V.M. M.Sc. Ph.D.

Title: Director of the Institute

Date: 01/08/2008

**Read and Understood:**  
**Recipient Scientist**

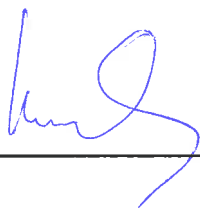
  
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Signature

Name: Tamas Petrovic D.V.M. M.Sc. Ph.D

Date: 01/08/2008

**Agreed:  
University of Ljubljana  
Authorized Representative**

**Read and Understood:  
Recipient Scientist**



\_\_\_\_\_  
Signature

Name: \_\_prof. dr. Andreja \_Kocijančič



Signature

Name: prof. dr. Peter Raspor, DDr. H.C.

Title: prof. dr., Rector of University of Ljubljana Date: 10. 9. 2008

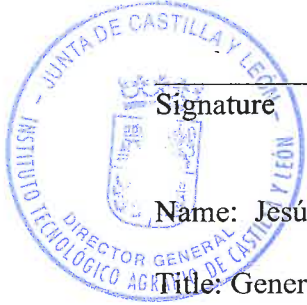
Date:



**Agreed:**

**Instituto Tecnológico Agrario de  
Castilla y León  
Authorized Representative**

**Read and Understood:  
Recipient Scientist**



Signature

Name: Jesús María Gómez Sanz

Title: General Manager

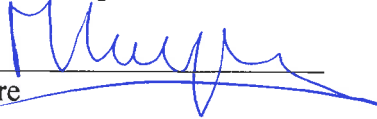
Date: 01/08/2008

Signature

Name: Marta Hernández Pérez

Date: 01/08/2008

**Agreed:**  
**University of Barcelona**  
**Authorized Representative**

  
\_\_\_\_\_  
Signature

Name: MARC CAMPINS

Title: VICERECTOR

Date: 11/08/2008

**Read and Understood:**  
**Recipient Scientist**

  
\_\_\_\_\_  
Signature

Name: ROSINA GIRONES

Date: 11/08/2008

**Upon execution, please:**

Please scan to pdf format and email the fully executed agreement to: [mta@otm.wustl.edu](mailto:mta@otm.wustl.edu)

OR: Fax to the attn of: Outbound MTA Coordinator at (314) 362-5872

OR: Mail to: Outbound MTA Coordinator  
Office of Technology Management  
Washington University  
660 S. Euclid, Campus Box 8013  
St. Louis, Missouri 63110-1093

*Note. Washington University does not require original documents for execution, you may retain the original for you records if you wish.*