AGREEMENT FOR THE TRANSFER OF MATERIAL(S) TO THE THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE NATIONAL SWINE RESOURCE AND RESEARCH CENTER

Definitions:
DONOR: Undersigned organization contributing material(s) to the NSRRC.
DONOR SCIENTIST: Undersigned DONOR organization's scientist
NSRRC: The Curators of the University of Missouri on behalf of the National Swine Resource and Research Center
RECIPIENT: Scientist and Scientist's organization requesting and receiving NSRRC material(s) pursuant to Section 5.

DONOR is providing the following swine strain(s), cell lines, vectors, and/or related material to the NSRRC:

_____

NSRRC (hereinafter referred to as "DONOR MATERIAL").

1. The above DONOR MATERIAL is the property of the DONOR and is made available to the NSRRC to facilitate distribution of the DONOR MATERIAL and RELATED PRODUCTS to one or more RECIPIENTS as a service to the research community. The DONOR represents to the best of its knowledge and belief that it has the legal right to distribute the DONOR MATERIAL, and hereby grants to the NSRRC a non-exclusive license to make, breed, use, and distribute the DONOR MATERIAL and RELATED PRODUCTS to the research community.
2. "RELATED PRODUCTS" refers to products derived or created by the NSRRC from the DONOR MATERIAL, such as (a) progeny and other descendants of the DONOR MATERIAL, such as virus from virus, cell from cell, or organism from organism; (b) derivatives of the DONOR MATERIAL, including modified or unmodified functional subunit or product expressed by the DONOR MATERIAL (e.g., subclones of unmodified cell lines, purified or fractionated subsets of the DONOR MATERIAL, proteins expressed by DNA/RNA supplied by the DONOR, or monoclonal antibodies secreted by a hybridoma cell line), and (c) new substances created by the NSRRC which contain/incorporate the DONOR MATERIAL, including organisms or products created by crossing, breeding, cell fusion, and genetic modifications.
3. THIS DONOR MATERIAL AND RELATED PRODUCTS ARE NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING. THE DONOR MATERIAL AND RELATED PRODUCTS ARE NOT TO BE USED FOR FOOD WITHOUT THE PRIOR AUTHORIZATION FROM FDA IN ACCORDANCE WITH 21 CFR 511.1(b)(5).
4. "COMMERCIAL USE" means the use, sale, lease, license or other exploitation of the DONOR MATERIAL or RELATED PRODUCTS by the RECIPIENT for an individual, corporation or organization for profit or other commercial benefit, including, but not limited to use of the DONOR MATERIAL or RELATED PRODUCTS to perform contract research

or provide research services, to produce or manufacture products for general sale, or provide research services to any individual, corporation or organization that result in any sale, lease, license or commercial benefit. However, industry sponsored academic research shall not be considered a COMMERCIAL USE of the DONOR MATERIAL or RELATED PRODUCTS per se, unless any of the above conditions of this definition are met. Further, COMMERCIAL USE does not include the NSRRC's distribution of the DONOR MATERIALS or RELATED PRODUCTS pursuant to the NSRRC Agreement -- Conditions of Use set forth in Exhibit A as updated by the NSRRC from time to time ("NSRRC COU"). With respect to Exhibit A, depending on the nature of the material transferred to a RECIPIENT from the NSRRC, that material may constitute either DONOR MATERIAL provided by DONOR or the RELATED PRODUCTS created by the NSRRC. Thus, the NSRRC MATERIAL defined in in Exhibit A is intended to refer to either of these types of materials.

5. The DONOR hereby elects **one of the following options** for the types of RECIPIENTS which NSRRC may distribute the DONOR MATERIAL and RELATED PRODUCTS to [check box for either option (i), (ii), or (iii)]:

   (i) ☐RECIPIENTS that are academic, non-profit, or for-profit organizations who agree to be bound by the terms of the NSRRC COU.

   (ii) ☐RECIPIENTS that are academic or non-profit organizations who agree to be bound by the terms of the NSRRC COU.

   (iii) ☐RECIPIENTS that are a) academic or non-profit organizations who agree to be bound by the terms of the NSRRC COU, or b) companies and for profit-organizations that require use of the DONOR MATERIAL or RELATED PRODUCTS for any purpose and any party that requires use of the DONOR MATERIAL or RELATED PRODUCTS for COMMERCIAL USE (each a "COMPANY") only if a commercial license agreement is in place between the DONOR and the COMPANY.

6. If DONOR is also a RECIPIENT of RELATED PRODUCTS created by the NSRRC ("DONOR-RECIPIENT") and transferred from the NSRRC to DONOR-RECIPIENT, then DONOR-RECIPIENT also agrees to be bound by the NSRRC COU.

7. The DONOR MATERIAL is provided by the DONOR to the NSRRC at no cost.

8. If the DONOR elects (i) or (ii) above, distribution of the DONOR MATERIAL or RELATED PRODUCTS to a RECIPIENT shall be with deemed agreement to the NSRRC COU.

9. If the DONOR elects option (iii) above, the NSRRC will facilitate distribution of the DONOR MATERIAL or RELATED PRODUCTS as applicable to a COMPANY as follows:

   a) NSRRC will suspend delivery of the DONOR MATERIAL or RELATED PRODUCTS to the COMPANY as applicable and refer the COMPANY to the DONOR to inquire about obtaining a commercial license agreement; and

   b) NSRRC will release DONOR MATERIAL or RELATED PRODUCT to the COMPANY only with (1) written approval of DONOR (e.g., such as after a

commercial license agreement has been executed between DONOR and COMPANY with respect to rights to the DONOR MATERIAL or RELATED PRODUCTS) and (2) written approval of the NSRRC's technology transfer office (e.g., such as after a commercial license has been executed between NSRRC and COMPANY with respect to NSRRC's rights in the RELATED PRODUCTS).

c) NSRRC will maintain records of such written approvals.

10. If the DONOR elects option (iii) above, DONOR agrees as follows:

a) The DONOR will provide the NSRRC with current details of a contact and position that will respond promptly to all commercial license agreement inquiries.

b) The DONOR will respond promptly to all COMPANY inquiries and will make a good faith effort to either finalize a commercial license agreement or will advise NSRRC that they have been unable to come to terms with COMPANY.

c) The DONOR will provide to the NSRRC a termination date for each commercial license agreement and may revise this date by written notice to the NSRRC.

d) The DONOR will advise the NSRRC if they have included the use of a contract research provider in a commercial license agreement.

11. NSRRC acknowledges, and will require RECIPIENTS to acknowledge, that the DONOR MATERIAL and RELATED PRODUCTS are experimental in nature and may have hazardous properties. RECIPIENTS WILL ACKNOWLEDGE THAT THE DONOR AND NSRRC MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DONOR MATERIAL OR RELATED PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

12. Except to the extent prohibited by law, NSRRC will require that RECIPIENTS assume all liability for claims and damages incurred by third parties which may arise from the RECIPIENTS' use, storage or disposal of the DONOR MATERIAL and RELATED PRODUCTS. The NSRRC will require RECIPIENTS to use the DONOR MATERIAL and RELATED PRODUCTS in compliance with all applicable statutes and regulations, including, for U.S. RECIPIENTS, applicable U.S. Federal statutes and Public Health Service policies for the use and care of laboratory animals (see, e.g., 7 USC 2131 et. Seq.). Non-U.S. RECIPIENTS will be required by NSRRC to agree to adhere to all applicable governmental standards for humane care and use of animals and represent that they have appropriate animal care and use policies in place. The "Public Health Service Policy on Humane Care and Use of Laboratory Animals" and "Guide for the Care and Use of Laboratory Animals" are examples of acceptable standards for humane care and use of research animals.

13. This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

An AUTHORIZED DONOR OFFICIAL (e.g., a technology licensing official) and DONOR SCIENTIST must sign and return this letter to the NSRRC. The NSRRC will subsequently return one executed copy of this letter to the DONOR.

DONOR INFORMATION and AUTHORIZED DONOR SIGNATURE

DONOR Organization: _____
DONOR Scientist: _____
Address: _____
Telephone: _____ Fax: _____
E-mail: _____

Certification of Authorized DONOR Official:

_____ _____
Signature of Authorized DONOR Official Date

_____
Name of Authorized DONOR Official

_____
Title of Authorized DONOR Official

_____
E-mail of Authorized DONOR Official

Certification of DONOR SCIENTIST:
I have read and understood the conditions outlined in this Agreement.

_____ _____
Signature of DONOR SCIENTIST Date

_____
Name of DONOR SCIENTIST

Please send completed form to:
Kristin Whitworth, Ph.D.
University of Missouri
NSRRC Associate Director
WBC 107 ASRC
920 E. Campus Dr.
Columbia, MO 65211

AUTHORIZED NSRRC SIGNATURE:

_____ _____
Signature of Authorized NSRRC Official: Chase Bunger, JD Date
Research Contracts Manager, OSPA, The Curators of the University of Missouri

Exhibit A: National Swine Resource & Research Center
Agreement and Conditions of Use Statement for Requesting Materials
("NSRRC COU")

Definitions:
DONOR: organization contributing materials to the NSRRC constituting or related to the NSRRC MATERIAL, namely_____
DONOR SCIENTIST: _____
NSRRC: The Curators of the University of Missouri on behalf of the National Swine Resource and Research Center
RECIPIENT: Organization requesting and receiving the NSRRC MATERIAL.
RECIPIENT SCIENTIST: Recipient organization's scientist.

NSRRC is providing the following swine strain(s), cell lines, vectors, and/or related material to the RECIPIENT:

_____
(hereinafter referred to as "NSRRC MATERIAL").

1. The above NSRRC MATERIAL is being made available by the NSRRC in collaboration with DONOR, through the NSRRC, to the RECIPIENT as a service to the research community.
2. "RECIPIENT RELATED PRODUCTS" includes products derived or created by the RECIPIENT from the NSRRC MATERIALS, such as (a) progeny and other descendants of the NSRRC MATERIAL, such as virus from virus, cell from cell, or organism from organism; (b) derivatives of the NSRRC MATERIAL, including modified or unmodified functional subunit or product expressed by the NSRRC MATERIAL (e.g., subclones of unmodified cell lines, purified or fractionated subsets of the NSRRC MATERIAL, proteins expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line), and (c) new substances created by the RECIPIENT which contain/incorporate the NSRRC MATERIAL, including organisms or products created by crossing, breeding, cell fusion, and genetic modifications.
3. The RECIPIENT shall not make RECIPIENT RELATED PRODUCTS which constitute additional genetic modifications to the NSRRC MATERIAL unless: (a) a mutually acceptable written agreement is established with the NSRRC and the DONOR; and (b) the RECIPIENT contacts FDA to determine whether any additional regulatory obligations would apply to the RECIPIENT.
4. RECIPIENT agrees that the NSRRC MATERIAL and RECIPIENT RELATED PRODUCTS cannot be the subject of any COMMERCIAL USE except pursuant to separate written agreements (such as a mutually acceptable commercial license agreement) between (a) RECIPIENT and DONOR and (b) RECIPIENT and the NSRRC. Neither DONOR nor the NSRRC are obligated to grant such a commercial license. "COMMERCIAL USE" means the use, sale, lease, license or other exploitation of the NSRRC MATERIAL or RECIPIENT RELATED PRODUCTS by the RECIPIENT for an individual, corporation or organization for profit or other commercial benefit, including, but not limited to use of the NSRRC MATERIAL by RECIPIENT to perform contract research or provide research services, to produce or manufacture products for general sale, or provide research services to any

individual, corporation or organization that result in any sale, lease, license or commercial benefit. However, industry sponsored academic research shall not be considered a COMMERCIAL USE of the NSRRC MATERIAL or RECIPIENT RELATED PRODUCTS per se, unless any of the above conditions of this definition are met

5. The RECIPIENT agrees to acknowledge the DONOR and the NSRRC in any presentations and publications reporting use of the NSRRC MATERIAL or RECIPIENT RELATED PRODUCTS
6. THE NSRRC MATERIAL AND RECIPIENT RELATED PRODUCTS ARE NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING. THE NSRRC MATERIAL AND RECIPIENT RELATED PRODUCTS ARE NOT TO BE USED FOR FOOD WITHOUT THE PRIOR AUTHORIZATION FROM FDA IN ACCORDANCE WITH 21 CFR 511.1(b)(5).
7. The NSRRC MATERIAL obtained from the NSRRC by the RECIPIENT and any RECIPIENT RELATED PRODUCTS created by the RECIPIENT shall not be further distributed to third parties without prior written consent from DONOR and the NSRRC. The RECIPIENT shall refer any such request to the NSRRC. The NSRRC may elect, in its discretion under a separate Letter of Permission, to permit RECIPIENT to transfer the NSRRC MATERIAL or RECIPIENT RELATED PRODUCTS created by RECIPIENT to a third party on the condition that (a) the NSRRC MATERIAL or RECIPIENT RELATED PRODUCTS are used solely research collaboration purpose only and not COMMERCIAL USE, (b) the third party investigator will be only using the NSRRC MATERIAL or RECIPIENT RELATED PRODUCTS in collaboration with RECIPIENT, (c) the third party agrees not to further distribute the NSRRC MATERIAL or RECIPIENT RELATED PRODUCTS (as well as any materials related to or otherwise derived from such materials by the third party) to other, and (d) the third party agrees to acknowledge DONOR and the NSRRC in any presentations and publications reporting use of the NSRRC or RECIPIENT RELATED PRODUCTS.
8. Any NSRRC MATERIAL delivered pursuant to this NSRRC COU and RECIPIENT RELATED PRODUCTS are understood to be experimental in nature and may have hazardous properties.
9. THE DONOR AND NSRRC MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE NSRRC MATERIAL OR RECIPIENT RELATED PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims and damages it incurs against it by third parties which may arise from the RECIPIENT´s use, storage or disposal of the NSRRC MATERIAL.
10. To the extent permitted by applicable law, the RECIPIENT shall hold harmless, defend, and indemnify the DONOR and the NSRRC against any claims, costs or other liabilities which may arise from the RECIPIENT's use, storage or disposal of the NSRRC MATERIAL or RECIPIENT RELATED PRODUCTS.
11. The RECIPIENT agrees to use the NSRRC MATERIAL and all RECIPIENT RELATED PRODUCTS in compliance with all applicable statutes and regulations, including, for U.S.

RECIPIENTS, applicable U.S. Federal statutes and Public Health Service policies for the use and care of laboratory animals (see 7 USC 2131 et. Seq.). Non U.S. RECIPIENTS agree to adhere to all applicable governmental standards for humane care and use of animals and assures the NSRRC that it has appropriate animal care and use policies in place. The "Public Health Service Policy on Humane Care and Use of Laboratory Animals" and "Guide for the Care and Use of Laboratory Animals" are examples of acceptable standards for humane care and use of research animals.

12. For all studies conducted by the RECIPIENT using the NSRRC MATERIAL, or animals or animal products from the NSRRC MATERIAL, the RECIPIENT acknowledges that for these purposes, it may be considered a Contract Research Organization under 21 CFR § 511.1(f)(1). Pursuant to 21 CFR §§ 511.1(f)(2) and (3), RECIPIENT assumes and is transferred all regulatory obligations of 21 CFR §§ 511.1(b)(4)(v)(a), (5), (6), and (8)(i), (ii), and (v). These obligations include: keeping such animals and animal products out of the food/feed supply without FDA authorization, the right to obtain food/feed authorization from FDA, submission of data to FDA upon request, keeping records for at least two years after RECIPIENT is no longer considered a Contract Research Organization, reporting to NSRRC any findings that suggest any hazards associated with the animals or use of any animal products, and not using the animals or animal products for any commercial venture. The RECIPIENT, to the extent it is a Contract Research Organization, shall be subject to possible FDA inspection and the same regulatory action as a sponsor for failure to comply with any of these assumed obligations.
13. The RECIPIENT acknowledges that the NSRRC MATERIAL is or may be the subject of a patent application. 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 DONOR or NSRRC. In particular, no express or implied licenses or other rights are provided for the COMMERCIAL USE of the NSRRC MATERIAL or RECIPIENT RELATED PRODUCTS.
14. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the NSRRC MATERIAL but agrees to notify the DONOR and NSRRC upon filing a patent application claiming RECIPIENT RELATED PRODUCTS or method(s) of manufacture or use(s) of the NSRRC MATERIAL.
15. The MATERIAL is provided by the NSRRC with a transmittal fee solely to reimburse the NSRRC for its preparation and distribution costs (excluding freight charges). Charges for freight shipping must be paid by the RECIPIENT.
16. This agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed agreement.

An AUTHORIZED RECIPIENT OFFICIAL and RECIPIENT SCIENTIST must sign and return this letter to the NSRRC. The NSRRC will subsequently return one executed copy of this letter to the RECIPIENT.

RECIPIENT INFORMATION and AUTHORIZED RECIPIENT SIGNATURE

RECIPIENT Organization: _____

RECIPIENT Scientist:_____
Address:_____
Telephone: _____ Fax: _____
E-mail: _____

Certification of Authorized RECIPIENT Official:

_____ _____
Signature of Authorized RECIPIENT Official Date

_____
Name of Authorized RECIPIENT Official

_____
Title of Authorized RECIPIENT Official

_____
E-mail of Authorized RECIPIENT Official

Certification of RECIPIENT SCIENTIST:
I have read and understood the conditions outlined in this Agreement.

_____ _____
Signature of RECIPIENT SCIENTIST Date

_____
Name of RECIPIENT SCIENTIST

Please send completed form to:
Kristin Whitworth, Ph.D.
University of Missouri
NSRRC Associate Director
WBC 107 ASRC
920 E. Campus Dr.
Columbia, MO 65211

AUTHORIZED NSRRC SIGNATURE:

_____ _____
Signature of Authorized NSRRC Official: Chase Bunger, JD Date
Senior Compliance Manager, OSPA, The Curators of the University of Missouri