**MATERIAL TRANSFER AGREEMENT**

This agreement governs the transfer of certain substances from time to time from Biogen, Inc. and its affiliates (collectively, "Biogen") to the institution referred to below and its personnel (collectively, the "Institution"). Each such substance will be identified in a letter substantially in the form attached hereto (a "Request Letter") and is referred to herein, together with any of its progeny or derivatives, as the "Material." The Institution agrees with Biogen as follows:

1) Material will be used only for the purpose stated in the Request Letter; will be used only for research, in a safe manner and in compliance with applicable law; will not be used in humans or anything destined for human consumption; and will not be given to any person not associated with the Institution.

2) Biogen makes *NO WARRANTY, EXPRESS OR IMPLIED*, as to the Material, expressly *DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE*, and will have no other liability in connection with the Material. The Institution will, to the extent allowable under the laws and constitution of the State of Texas, indemnify Biogen against any claims arising out of the Institution's use of the Material that are not caused by Biogen's negligence or willful misconduct.

3) Biogen will be informed of the results of the Institution's use of the Material before they are revealed to anyone else not associated with the Institution, and Biogen will be free to use such results subject to paragraph 4 below. Before disclosing its results to the public, orally or in writing, the Institution will give Biogen a copy of the proposed disclosure, with reference to this agreement, at least 21 (twenty-one) days in advance of disclosure. If Biogen determines that one or more patent applications should be filed before disclosure, the Institution will cooperate in doing so and will delay disclosure up to an additional 90 (ninety) days to permit such filing. In no event will the Institution disclose, or use for any purpose not set forth in the Request Letter, any confidential or proprietary information of Biogen that may be provided in connection with the Material. Any publication of results will duly acknowledge Biogen's role unless Biogen requests otherwise.

4) The Institution irrevocably grants to Biogen (a) a royalty-free, nonexclusive, worldwide license (provided that Biogen may grant sublicenses under any such license only on a royalty-free basis) under any patent or other intellectual property rights covering (i) any improvement to the Material resulting from the Institution's use of the Material or (ii) any new use of the Material resulting from the Institution's use of any Material if, prior to disclosure by the Institution of such new use, Biogen was conducting or had taken affirmative steps to conduct research in such area of new use and (b) an option to obtain a royalty-bearing exclusive license on commercially reasonable terms of intellectual property rights covering any inventions or technology resulting from the Institution's use of the Material, to be exercised within 45 (forty-five) days after the Institution gives Biogen notice thereof. The Institution will notify Biogen promptly of any such inventions or technology, with reference to this Agreement, and will provide such information as Biogen may reasonably request from time to time to enable Biogen to exercise its rights hereunder. The Institution represents and warrants that no other person will have any prior right to ownership of or a license under such inventions or technology by reason of any action or agreement by the Institution. Except as set forth above, no license or other rights are granted hereby by either party with respect to any inventions or technology.

Institution: THE UNIVERSITY OF TEXAS AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- |
| University of Texas \_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                               Name Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Licensee: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                               Name Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |



[Form of Request Letter under Biogen Material Transfer]

\_\_\_\_\_\_\_\_,1994

Biogen, Inc.
14 Cambridge Center
Cambridge, Massachusetts 02142

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

I am writing to request a sample of \_\_\_\_\_\_\_\_\_\_\_\_ under the terms of the Material Transfer Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,1994 between Biogen, Inc. and the undersigned Institution.

Our purpose is to perform the following research:



We will comply with the Material Transfer Agreement referred to above in connection with this request. As stated therein, no third party will have any prior right to ownership of or a license under any inventions resulting from this research by reason of any action or agreement by us. [List any exceptions].

Sincerely,

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

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of the following Institution:

THE UNIVERSITY OF TEXAS AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Location:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GHARPER\AGREEMNT\UNIVRSAL\BIOGNMTA.707
Revised 7/7/94**