

BOSTON UNIVERSITY CENTER FOR MOLECULAR DISCOVERY

RECIPIENT TRANSFER AGREEMENT

BETWEEN BU AND RECIPIENT

(BURTA)

This Boston University Center for Molecular Discovery Recipient Transfer Agreement (the “**Boston University Recipient Transfer Agreement**” or “**BURTA**”) is entered into by and between Trustees of Boston University, a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, having a place of business at One Silber Way, Boston, Massachusetts 02215, USA (“**BU**”) on behalf of its Center for Molecular Discovery (“**BU CMD**”), and the Recipient Institution identified on the signature page below (“**Recipient**”) in the interest of the Recipient scientist identified on the signature page below. Recipient and BU are hereafter collectively referred to as the “**Parties**” or individually as a “**Party**.” This Boston University Recipient Transfer Agreement is effective as of the date of the last signature by a Party below (“**Effective Date**”).

WHEREAS, BU CMD operates and maintains the BU CMD Repository (as defined below) to facilitate research by receiving, storing, replicating, curating and transferring chemical compounds and associated data received from external academic and non-profit institutions as well as BU researchers; and;

WHEREAS, Provider(s) (as defined below) have deposited certain Provider Material (as defined below) with the BU CMD Repository for transfer by BU on Provider’s behalf and at Recipient’s request as a service to the research community; and

WHEREAS, Recipient desires to obtain certain Repository Material (as defined below) for use in research and has entered into a SPMTA with Provider(s) in furtherance of this request.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS

- 1.01 **BU CMD Repository** shall mean the collected and maintained library of small molecule chemical entities as created, maintained, and operated by the BU CMD and supplemented, from time to time, with contributions which may come from BU, Provider(s) and others, the purpose of which is to facilitate research by receiving, storing, replicating, curating and transferring chemical compounds and associated data received.
- 1.02 **Provider-BU CMD Repository Transfer Agreement** shall mean an agreement executed between a Provider and BU.

BU will not accept any changes or modifications to this Agreement.

- 1.03 **Deposit Fee** shall mean a fee that may be charged by BU to a Provider to offset any expense for transferring, validating, storing, or replenishing Provider Material transferred under the terms of this Boston University Recipient Transfer Agreement. For the purposes of clarity, fee assessment and payment are not to be considered a “sale” or “offer for sale” under U.S. law.
- 1.04 **Nonprofit Organization(s)** shall mean 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.
- 1.05 **Provider** shall mean a Nonprofit Organization which has entered into a Provider-BU CMD Repository Transfer Agreement and an accompanying SPMTA with Recipient if such Provider’s Provider Material will be transferred to Recipient as part of Repository Material.
- 1.06 **Provider Material** shall mean a collection of the small molecule chemical entities as originally provided by a Provider to the BU CMD Repository, and including such small molecule chemical material which may, from time to time, be replenished or otherwise replicated from such originally provided material pursuant to the grant of rights in the Provider-BU CMD Repository Transfer Agreement between such Provider and BU to the extent the Provider Material is reasonably available for transfer from the BU CMD Repository.
- 1.07 **Recipient** shall mean the Nonprofit Organization receiving Repository Material from the BU CMD Repository, the name and address of which is set forth below in the signature block of this Boston University Recipient Transfer Agreement and which entity has also agreed and executed a SPMTA with each Provider whose materials are included in the Repository Material to be transferred to Recipient.
- 1.08 **Repository Material** shall mean those certain materials specified in Schedule One of this Boston University Recipient Transfer Agreement which Recipient has requested be transferred from the BU CMD Repository to Recipient, to the extent reasonably available for transfer from the BU CMD Repository.
- 1.09 **Transfer Fee** shall mean a fee that may be charged by BU to a Recipient to offset any costs for preparation and distribution of Repository Material transferred under the terms of this BURTA as specified in Schedule Two of this Agreement. For the purposes of clarity, fee assessment and payment are not to be considered a “sale” or “offer for sale” under U.S. law.
- 1.10 **SPMTA** (Standard Provider Material Transfer Agreement) shall mean an agreement executed by Recipient and any and all Providers, as determined by the nature of the Repository Material being transferred to the Recipient.

SECTION 2. Terms and Conditions of this BURTA

- 2.01 Recipient has requested that BU transfer the Repository Material from the BU CMD Repository to Recipient, and BU is amenable to doing so as a service in furtherance of Recipient's research and BU's mission as an academic research institution, subject to the terms and conditions set forth in this Boston University Recipient Transfer Agreement, to the extent the Repository Material is available at the BU CMD Repository. Recipient acknowledges that BU operates as a non-profit entity and is providing the BU CMD Repository as a convenience to Providers and Recipients for transfer of Repository Material and in accordance with the SPMTA executed between and among Recipient and identified Providers as a service to the research community and in furtherance of all Parties' charitable purposes.
- 2.02 Recipient represents and warrants that it is a Nonprofit Organization and otherwise satisfies the criteria of a Recipient as defined herein. Recipient agrees to provide appropriate acknowledgement of the Provider and the BU CMD Repository as the source of Provider Material in all publications.
- 2.03 Each Provider has agreed to transfer its Provider Material to Recipient through the BU CMD Repository under the SPMTA. Recipient acknowledges and agrees that each SPMTA is a contract between Recipient and the respective Provider.
- 2.04 Upon Recipient's execution of a SPMTA with each Provider, and Recipient and BU executing this BURTA, BU will transfer Repository Material to Recipient.
- 2.05 Upon Recipient's receipt of Repository Material, Recipient shall remit a Transfer Fee, if any, as specified in Schedule Two, to BU in accordance with BU's payment instructions.
- 2.06 Recipient acknowledges that Repository Material is experimental in nature and may have hazardous properties. Recipient agrees to rely solely on its own evaluation of Repository Material in regard to its safety and suitability for any purpose. Potential exposures should be controlled through the implementation of prudent laboratory practices for handling chemical substances of unknown toxicity. Without limiting the foregoing, BU expressly disclaims any responsibility or liability for determining if there are any restrictions on Recipient's use of Repository Material as a result of any third party rights including without limitation, patents or other intellectual property or proprietary rights. No right or license, express or implied, is granted to Recipient under any patents, patent applications, copyrights or other intellectual property or proprietary rights of BU or any third party.
- 2.07 Recipient represents that: (a) Recipient has the knowledge and ability to safely handle Repository Material and will use prudence and care in the use, handling, storage, transportation and containment of Repository Material, with all costs and expenses associated with such protective measures to be borne by Recipient; and (b) that, after

reasonable investigation, Recipient has verified that its receipt, use, storage, and disposition of Repository Material will not violate any third party rights, or any applicable laws, regulations or institutional policies, and that it has satisfied all such requirements, including by securing such regulatory, institutional, and third party approvals as are required.

- 2.08 Recipient shall comply with all applicable laws and regulations. It is understood that the transfer of certain commodities and technical data is subject to United States laws and regulations controlling both actual and deemed exports, including the Export Administration Regulations of the United States Department of Commerce, the International Traffic in Arms Regulations of the Department of State, and the Office of Foreign Assets Control of the Department of Treasury. Recipient hereby agrees and gives written assurance that it will comply with all applicable United States laws and regulations controlling the export of commodities and technical data, that it will be solely responsible for any violation of such by Recipient, and that it will defend and hold BU harmless in the event of any legal action of any nature occasioned by such violation.
- 2.09 BU MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO REPOSITORY MATERIAL OR OTHERWISE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT RECIPIENT'S RECEIPT OR USE OF REPOSITORY MATERIAL, OR ANY DERIVATIVES OR MODIFICATIONS OF REPOSITORY MATERIAL, WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. RECIPIENT ACCEPTS REPOSITORY MATERIAL "AS IS" AND BU DOES NOT OFFER ANY GUARANTEE OR ASSURANCE OF ANY KIND.
- 2.10 With respect to the economic importance of the use of Repository Material, and the potential consequences of faulty result, it is the Recipient's responsibility to analyze Repository Material for any contamination or abnormalities, check the plausibility and validity of the results of use of Repository Material, and to conduct any appropriate testing or retesting. Except to the extent caused by BU's willful misconduct or gross negligence, or prohibited by law, Recipient assumes all liability for, and Recipient agrees to not hold BU responsible for any loss, damage, cost or expense (1) which may arise from the use, storage, handling or disposal of Repository Material by Recipient; (2) that Recipient's use of Repository Material violates any intellectual property or other rights of a third party, (3) related to Recipient's breach of any material term of this Boston University Recipient Transfer Agreement; and (4) related to Recipient's breach of the applicable SPMTA. BU's total, aggregate liability to Recipient shall be limited to actual damages not to exceed the total amount of the Transfer Fee paid to BU by Recipient. Recipient agrees that the limitations of liability and remedies under this Boston University Recipient Transfer Agreement, and Recipient's corresponding acceptance of risk, are fair and reasonable, given, among other things, the relatively small transmittal

fee for Repository Material in comparison to the potential risks associated with the use thereof and BU's non-profit status and role as a mere repository.

- 2.11 This Boston University Recipient Transfer Agreement including any exhibits and schedules attached hereto as well as any Recipient instructions provided by the BU CMD on its BU CMD Repository website (<http://bu.edu/cmd/mta>), as the same may be updated and/or modified from time to time, constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained herein.

- 2.12 This Boston University Recipient Transfer Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or PDF copies of this Boston University Recipient Transfer Agreement will be enforceable as originals. This Boston University Recipient Transfer Agreement may be executed electronically/digitally in compliance with the Massachusetts Uniform Electronic Transactions Act (MUETA) Mass. Gen. Laws ch. 110G and/or The Electronic Signatures In Global And National Commerce Act (ESIGN) 15 USC ch. 96. Persons signing this document agree that, if used, electronic/digital signatures are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Boston University Recipient Transfer Agreement to be executed by their respective duly authorized officers, and have duly delivered and executed this Boston University Recipient Transfer Agreement under seal.

Accepted Trustees of Boston University
by: By:

Name: William Segarra
Title: Director of Contracting/Office of
Sponsored Programs

Date: _____

Insert name of Recipient
By: _____

Name: _____
Title: _____

Address: _____

Date: _____

Certification of Recipient scientist: I have read and understood the conditions outlined in this Boston University Recipient Transfer Agreement.

Recipient scientist Name: [Click here to enter recipient scientist name.](#)
Date: _____

Schedule One to BURTA

Repository Material:

Chemical compounds identified on the attached Index of chemical structures and any associated data, including the Index itself.

Schedule Two to BURTA

Transfer Fee: *[insert amount or "none", as applicable]*