

**BOSTON UNIVERSITY CENTER FOR MOLECULAR DISCOVERY**  
**STANDARD PROVIDER MATERIAL TRANSFER AGREEMENT**  
**BETWEEN PROVIDER AND RECIPIENT (SPMTA)**

This Boston University Center for Molecular Discovery Standard Provider Material Transfer Agreement (the “Standard Provider Material Transfer Agreement” or “**SPMTA**”) is entered into by and between the Provider and Recipient identified below for the transfer of the Provider Material (as defined below) from the BU CMD Repository.

**I. Definitions:**

1. **BU CMD Repository** shall mean the collected and maintained library of small molecule chemical entities as created, maintained, and operated by the Boston University Center for Molecular Discovery (“**BU CMD**”) and supplemented, from time to time, with contributions which may come from BU, Provider and others, the purpose of which is to facilitate research by receiving, storing, replicating, curating and transferring chemical compounds and associated data received.
2. **Provider-BU CMD Repository Transfer Agreement** shall mean an agreement between Provider and Trustees of Boston University (“**BU**”) for the transfer of the Provider Materials to the BU CMD Repository.
3. **BURTA** (Boston University Recipient Transfer Agreement) shall mean an agreement executed between and among a Recipient and BU for the transfer of Repository Material to Recipient from the BU CMD Repository.
4. **Provider** shall mean the Nonprofit Organization providing the Provider Material, the name and address of which is set forth below in the signature block of this Agreement, and which has entered into a Provider-BU CMD Repository Transfer Agreement.
5. **Provider Material** shall mean those certain Provider proprietary small molecule chemical compounds and associated data including the associated chemical structures as further described in the Index appended to Appendix A attached hereto and incorporated herein by reference, which Recipient has requested be transferred from the BU CMD Repository, to the extent the Provider Material is reasonably available for transfer from the BU CMD Repository, including the Index itself.
6. **Provider Scientist** shall mean the Provider’s scientist specified below.
7. **Recipient** shall mean the Nonprofit Organization receiving the Provider Material from the BU CMD Repository, the name and address of which is set forth below in the signature block of this Agreement and which entity has also agreed and executed a BURTA with BU.
8. **Recipient Scientist** shall mean the Recipient’s scientist specified below.

*Provider will not accept any changes or modifications to this Agreement.*

9. **Repository Material** shall mean, in whole or in any part or subsample, a collection of small molecule entities maintained in the BU CMD Repository, which may include Provider Material as well as material from BU and/or other institutions.
10. **Research** shall have the meaning set forth in Section II.2.(a.) of this SPMTA.
11. **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 a BURTA. For the purposes of clarity, fee assessment and payment are not to be considered a “sale” or “offer for sale” under U.S. law.
12. **SPMTA** (Standard Provider Material Transfer Agreement) shall mean an agreement executed between and among Recipients and Providers, as determined by the nature of the Repository Material being transferred to the Recipient, having terms and provisions substantially identical to this Agreement.
13. **Commercial Purposes** shall mean the sale, lease, license, or other transfer of the Provider Material to a for-profit organization. Commercial Purposes shall also include uses of the Provider Material by any organization, including Recipient, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Provider Material to a for-profit organization. However, industry sponsored research shall not be considered a use of the Provider Material for Commercial Purposes per se, unless any of the above conditions of this definition are met.
14. **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.

## **II. Terms and Conditions of this Agreement:**

1. The Provider retains ownership of Provider Material. Ownership of substances created by Recipient through the use of the Provider Material will be negotiated in good faith by the parties hereto depending upon: (a) their relative contribution to the creation of said substances; and (b) any applicable U.S. laws and regulations relating to inventorship.

2. The Recipient agrees that Provider Material:

- (a) is to be used solely for not-for-profit research and academic purposes and only as a research tool for screening for biological activity (the “**Research**”);

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

(c) is to be used only at Recipient organization and only in Recipient Scientist's laboratory under the direction of Recipient Scientist or others working under his/her direct supervision; and

(d) will not be transferred to anyone else within the Recipient organization without the prior written consent of Provider.

3. Recipient agrees to refer to Provider any request for Provider Material from anyone other than those persons working under Recipient Scientist's direct supervision.

4. Recipient shall have the right, without restriction, to transfer substances created by Recipient through the use of Provider Material only if those substances do not contain or incorporate Provider Material.

5. Recipient acknowledges that Provider 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 Recipient under any patents, patent applications, trade secrets or other proprietary rights of Provider, including any altered forms of Provider Material made by Provider. In particular, no express or implied licenses or other rights are provided to use Provider Material or any related patents of Provider for Commercial Purposes.

6. If Recipient desires to use or license Provider Material for Commercial Purposes, Recipient agrees, in advance of such use, to negotiate in good faith with Provider to establish the terms of a commercial license. It is understood by Recipient that Provider shall have no obligation to grant such a license to Recipient, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in Provider Material to any third party(ies), subject to any pre-existing rights held by others.

7. Recipient is free to file patent application(s) claiming inventions made by Recipient through the use of Provider Material but agrees to notify Provider upon filing a patent application claiming method(s) of manufacture or use(s) of Provider Material.

8. Any Provider Material delivered pursuant to this Agreement is 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, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

9. Except to the extent prohibited by law, Recipient assumes all liability for damages which may arise from its use, storage or disposal of Provider Material. Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use of Provider Material by Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Provider.

10. This Agreement shall not be interpreted to prevent or delay publication of Research findings resulting from the use of Provider Material. Without limiting the foregoing, Provider acknowledges and agrees that data and results generated by a Recipient using the Provider Material may be deposited into PubChem or other database in accordance with any data sharing requirements of any government agency funding the Research. Recipient agrees to provide appropriate acknowledgement of the Provider and the BU CMD Repository as the source of Provider Material in all publications. Notwithstanding the foregoing, the BU CMD requests that the parties will comply with the BU CMD's requests regarding public disclosure of Research results.

11. The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, including but not limited to Public Health Service and National Institutes of Health regulations and guidelines.

12. This Agreement is effective as of the date of the last party to sign below, and will terminate on the earliest of the following dates: (a) on completion of Recipient's current Research with Provider Material, or (b) on thirty (30) days written notice by either party to the other, provided that:

(i) if termination should occur under 12(a), Recipient will discontinue its use of Provider Material and will, upon direction of Provider, return or dispose of all unused Provider Material as chemical waste in accordance with all applicable regulations; and

(ii) if Provider terminates this Agreement under 12(b) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, Provider will defer the effective date of termination for a period of up to one year, upon request from Recipient, to permit completion of Research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, Recipient will discontinue its use of Provider Material and will, upon direction of Provider, return or dispose of all unused Provider Material as chemical waste in accordance with all applicable regulations.

13. Paragraphs 1, 2, 5, 6, 7, 8, 9, 10 and 11, as well as any other provisions that by their nature extend beyond termination hereof, shall survive termination.

14. Provider Material may be subject to a Transfer Fee. If a Transfer Fee is requested by BU, the amount will be indicated in a BURTA.

15. This 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 Agreement will be enforceable as originals. This 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 Agreement to be executed by their respective duly authorized officers, and have duly delivered and executed this Agreement under seal.

Accepted by: [insert name of Provider Organization]

Signature:

Name:

Title:

Date:

Name of Provider Scientist: \_\_\_\_\_

Accepted by: [insert name of Recipient Organization]

Signature:

Name:

Title:

Date:

Name of Recipient Scientist: \_\_\_\_\_

**Appendix A to**  
**BOSTON UNIVERSITY CENTER FOR MOLECULAR DISCOVERY**  
**STANDARD PROVIDER MATERIAL TRANSFER AGREEMENT**  
**BETWEEN PROVIDER AND RECIPIENT**

**Provider Material:** Provider's chemical compounds identified on the attached Index of chemical structures and any associated data, including the Index itself.

Exhibit D

See attached

**BOSTON UNIVERSITY CENTER FOR MOLECULAR DISCOVERY  
RECIPIENT TRANSFER AGREEMENT  
BETWEEN BU AND RECIPIENT  
(BURTA)**