MATERIAL TRANSFER AGREEMENT
iPSC CORE

The purpose of this Material Transfer Agreement ("MTA") is to provide a record of the transfer of biological material between the parties and memorialize the terms and conditions for such transfer. This MTA is effective as of the date last signed below (the "Effective Date") and is made by and between Provider and Recipient (both identified below).

Provider (Organization providing the Original Material):
Organization: Cedars-Sinai Medical Center
Address: 8700 Beverly Boulevard
Los Angeles, California 90048
Providing Scientist: Dhruv Sareen, Ph.D.

Recipient (Organization receiving the Original Material):
Organization: _____
Address: _____
_____
_____
Recipient Scientist: _____

I. Definitions:

1. Commercial Purposes: The (a) sale, lease, license, or other transfer of the Material, Modifications or Derived Cells to a for-profit organization; or (b) the use of the Material, Modifications or Derived Cells (i) to produce or manufacture products for general sale; (ii) to perform contract research; (iii) to screen compound libraries, (iv) to test the safety or efficacy of therapeutic products, or (v) to conduct research activities that result in any sale, lease, license, or transfer of the Material, Modifications or Derived Cells to a for-profit organization. Industrially sponsored academic research shall only be considered a use of the Material, Modifications or Derived Cells for Commercial Purposes if any of the above conditions are met.

2. Derived Cells: Cells of any kind that are created by Recipient from Original Material or Progeny, irrespective of whether such cells are pluripotent. For clarity, Derived Cells include, without limitation: (a) iPS Cells created by Recipient from Original Material, Progeny or Derived Cells, such as those that have been genetically or otherwise manipulated (e.g., by integration of a reporter gene or correction of a genetic defect of the Original Material), and (b) cells created by Recipient from Original Material, Progeny or Derived Cells that are not capable of responding to extrinsically acting cues (such as growth factors, changing media conditions, and other similar cues) to differentiate into various cell types from each of the three primary germ layers (endoderm, ectoderm, mesoderm), including, without limitation, multipotent cells, restricted progenitor cells, and terminally differentiated cells.

3. Induced Pluripotent Stem Cells ("iPS Cells"): Human cells (such as skin cells or lymphoblasts) "reprogrammed" to, and stably maintained in, a primordial state over a prolonged period of time and multiple cell divisions without differentiating, and which are capable of

developing into cells and tissues of the three primary germ layers (endoderm, ectoderm and mesoderm).

4. Material: Original Material, Progeny and Unmodified Derivatives. The Material shall not include: (a) Modifications, (b) Other Substances, or (c) Derived Cells.

5. Modifications: Substances created by Recipient which contain/incorporate the Material.

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.

7. Original Material: A one-time delivery of _____.

8. Other Substances: Other substances created by Recipient through the use of the Material which are not Modifications, Progeny, Derived Cells or Unmodified Derivatives.

9. Progeny: Unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.

10. Recipient Scientist: Scientist receiving Original Material on behalf of Recipient.

11. Unmodified Derivatives: Substances created by Recipient that are not intact cells and which constitute an unmodified functional subunit or product expressed by the Original Material or Progeny. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Material or Progeny, proteins expressed by DNA/RNA supplied by Provider, or monoclonal antibodies secreted by a hybridoma cell line.

II. Terms and Conditions of this Agreement:

1. Transfer of Material. Provider shall transfer the Original Material to Recipient within thirty (30) days of the date of this MTA.

2. Ownership of Material. Provider retains ownership of the Material, including any Material contained or incorporated in Modifications.

3. Ownership of Modifications, Derived Cells and Other Substances. Recipient retains ownership of: (a) Modifications (except that, Provider retains ownership rights to the Material included therein), (b) Other Substances, and (c) Derived Cells. If any of 2(a), (b) or (c) results from the collaborative efforts of Provider and Recipient, joint ownership may be negotiated.

4. Use of Material and Derived Cells. Recipient and Recipient Scientist agree that the Material and Derived Cells:

(a) are to be used solely for the research purpose specified in Exhibit A;

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

(c) will not be used in research in which the Materials are introduced into non-human primate blastocysts;

(d) will not be used in research involving the breeding of animals where the introduction of the Material may contribute to the germ line;

(e) are 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

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

5. Requests for Material. Recipient and Recipient Scientist agree to refer to Provider any request for the Material from any third party. Provider and Provider Scientist shall make the Material available to other scientists at Nonprofit Institutions who wish to replicate Recipient Scientist's research; provided that such other scientists shall reimburse Provider for any costs relating to the preparation and distribution of the Material.

6. Distribution of Other Substances, Modifications and Derived Cells. Recipient and Recipient Scientist shall have the right, without restriction, to distribute Other Substances. Recipient may distribute Modifications and Derived Cells to Nonprofit Organizations for research and teaching purposes only with the prior written consent of the Provider.

7. Rights in Material. Recipient acknowledges that the Material is or may be the subject of a patent application or covered by patent rights in one or more countries. 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 the Material made by Provider. Moreover, unless specifically stated, no license or right to use any third party patent, technology or intellectual property is conveyed to Recipient under this MTA. It is the sole responsibility of Recipient to obtain from third parties that may have a proprietary interest in the Material, Modifications or Derived Cells any permissions necessary that are consistent with Recipient's intended use of the Material, Modifications or Derived Cells. Recipient acknowledges and agrees that Provider may grant exclusive or non-exclusive commercial licenses to the Material to others, or sell or assign all or part of the rights in the Material to any third parties, subject to any pre-existing rights held by others and obligations to the Federal Government or the State of California.

8. Commercial Purposes. No express or implied licenses or other rights are provided to use the Material or any related patents of Provider for Commercial Purposes,

whether by implication, estoppel or otherwise. If Recipient desires to sell, use or license the 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. Recipient and Recipient Scientist may NOT provide or use Modifications or Derived Cells for Commercial Purposes without written consent from Provider. Notwithstanding anything to the contrary set forth herein, Provider hereby consents to Recipient's provision of Material, Modifications and Derived Cells to a contract research organization under contract with Recipient for the sole purpose of conducting the research work described in Exhibit A on the Recipient's behalf, and for no other purpose; provided, that such contract research organization shall acknowledge and agree in in writing to abide by all of the obligations and restrictions set forth in this MTA with respect to use of the Material, Modifications and Derived Cells.

9. Inventions. Recipient is free to file patent applications claiming inventions made by Recipient through the use of the Material but agrees to notify Provider upon filing a patent application claiming Modifications, Derived Cells or methods of manufacture or uses of the Material. Should Recipient develop a commercially applicable technology utilizing Material, Modifications or Derived Cells, Recipient agrees to inform Provider in writing of any such development.

10. No Representations or Warranties. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. Provider MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF THE Material, ITS SOURCE, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL OR DERIVED CELLS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

11. No Liability. Except to the extent prohibited by law, Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Material and Derived Cells. 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 the Material or Derived Cells by Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Provider.

12. Publication. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Material, Modifications or Derived Cells ("Publication"). Recipient Scientist agrees to provide appropriate acknowledgement of the source of the Material in all publications, specifically that the Original Material was provided by the "Cedars-Sinai Medical Center's David and Janet Polak Foundation Stem Cell Core Laboratory." Recipient agrees to give Provider written notice of any Publication.

13. Compliance with Law. Recipient agrees that the Materials and Derived Cells will be used in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those

relating to human stem cell research and research involving the use of animals or recombinant DNA.

14. Termination. Provider may terminate this Agreement for breach of the terms herein or for cause, such as an imminent health risk or patent infringement. Provider shall provide written notice of such termination to Recipient. Upon the effective date of termination, Recipient will discontinue its use of the Material and will, upon direction of Provider, return or destroy any remaining Material. Following termination, Recipient shall remain bound by the terms of this agreement as they apply to Modifications and Derived Cells.

15. Survival. Paragraphs 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 16 shall survive termination.

16. Transmittal Fee. Recipient shall pay Provider a transmittal fee of $___ in connection with Provider's transfer of the Materials to Recipient. The fee shall be due and payable within thirty (30) days of the Effective Date. The transmittal fee covers the preparation and distribution costs for the Material transferred by Provider to Recipient Scientist. Despite the payment of such fee, the transfer of the Material shall not be considered a sale of the Material.

This MTA is effective when signed by all parties. The parties executing this MTA agree to be bound by its terms for the transfer specified above.

PROVIDER
CEDARS-SINAI MEDICAL CENTER

Signature: _____
James D. Laur, JD
Chief Executive, IP & Health Ventures

Date: _____

Read & Acknowledged:

Provider Scientist

Signature: _____
Dhruv Sareen, Ph.D.

Date: _____

RECIPIENT
_____

Signature: _____

Name
Title

Date: _____

Read & Acknowledged:

Recipient Scientist

Signature: _____
Name

Date: _____

Exhibit A

(description of purpose)