

**LAWRENCE BERKELEY NATIONAL LABORATORY (LBNL)
JOINT GENOME INSTITUTE (JGI) DNA SYNTHESIS COMMUNITY SCIENCE
PROGRAM (CSP)
PERMISSION TO TRANSFER MATERIAL TO THIRD PARTY ACADEMIC
COLLABORATORS**

This document provides written permission from LBNL to RECIPIENT for the transfer of MATERIAL from the RECIPIENT to a THIRD-PARTY COLLABORATOR, subject to the terms and conditions listed below. This document must be signed by the RECIPIENT and LBNL and provided to LBNL prior to any transfer of the Material under the terms of this document.

Whereas, RECIPIENT is a participant in the Community Science Program with the Joint Genome Institute under JGI Proposal No. CSP-_____ (the "Proposal");

Whereas, RECIPIENT requested and the JGI produced certain MATERIAL (as defined below) under such Proposal and provided it to RECIPIENT under a Material Transfer Agreement (attached hereto as Appendix 1);

Whereas, RECIPIENT now desires to send the MATERIAL to a THIRD-PARTY COLLABORATOR under the terms of this document.

RECIPIENT: _____
RECIPIENT SCIENTIST: _____

THIRD-PARTY COLLABORATOR: _____
THIRD-PARTY COLLABORATOR SCIENTIST: _____

MATERIAL: The MATERIAL provided to the RECIPIENT under the Proposal, including, without limitation, DNA constructs and their progeny, derivatives, or fragments thereof or any material provided by the JGI to PROVIDER in accordance with and the Material Transfer Agreement, generated in accordance with the Proposal.

The following terms and conditions must be included in the material transfer agreement between RECIPIENT and THIRD-PARTY COLLABORATOR for the transfer and use of the MATERIAL:

1. The MATERIAL will not be further distributed to others outside the THIRD-PARTY COLLABORATOR SCIENTIST's laboratory. The THIRD-PARTY COLLABORATOR shall refer any request for the MATERIAL to the RECIPIENT. To the extent supplies are available, the RECIPIENT or the RECIPIENT SCIENTIST may, upon the written agreement of LBNL, make the MATERIAL available, under a separate material transfer agreement to other scientists for educational and/or not-for-profit research purposes only.
2. Any agreement for transfer of the Material to a THIRD-PARTY COLLABORATOR shall specifically prohibit further transfer of the Material. THIRD-PARTY COLLABORATOR shall not transfer the MATERIAL to others without the express written permission of Berkeley Lab. except to its employees with a need to know and who are bound by the terms of this Agreement.
3. Except to the extent prohibited by state or federal law, THIRD-PARTY COLLABORATOR will separately indemnify and hold harmless RECIPIENT, LBNL, The Regents of the University of California, the Department of Energy and its affiliates and its officers, agents, employees, and vendors that contributed to the MATERIAL, from and against any action, claim, or liability, including attorneys' fees, arising out of any use, handling, storage or disposal of such MATERIAL, including but not limited to any claims of patent infringement or other intellectual property-related claims. If THIRD-PARTY COLLABORATOR is prohibited from providing the above indemnification, then RECIPIENT shall include in the written agreement with THIRD-PARTY COLLABORATOR a liability

provision no less protective to RECIPIENT and LBNL than in the terms the Material Transfer Agreement between LBNL and RECIPIENT.

4. Under no circumstance shall Berkeley Lab be liable for any damages or other liabilities that may arise due to the use, storage, or disposal of the Material by a THIRD-PARTY COLLABORATOR. In any agreement with a THIRD-PARTY COLLABORATOR, RECIPIENT shall include a term to implement the provisions of the above waiver of liability.
5. The THIRD-PARTY COLLABORATOR SCIENTIST shall sign an acknowledgment regarding the MATERIAL with the same terms as found in RECIPIENT's agreement with LBNL.
6. The THIRD-PARTY COLLABORATOR SCIENTIST shall acknowledge the source of the MATERIAL in any publications reporting use of it.
7. THIRD-PARTY COLLABORATOR shall comply with all applicable U.S. export control laws and regulations, including without limitation the requirements of the International Traffic in Arms Regulations and the Export Administration Act, and other applicable laws and regulations, and shall not transfer, export, re-export or otherwise dispose of the Material to any third party if doing so would constitute a violation of applicable export control laws.
8. THIRD-PARTY COLLABORATOR shall sign a material transfer agreement for the MATERIAL that is no less restrictive than the agreement attached hereto as Appendix 1 and which shall also include the terms listed above in paragraphs 1 through 7.

The RECIPIENT and LBNL agree to be bound by the terms and conditions of this document effective as of the last signature date below.

RECIPIENT

Name of Authorized Official: _____
Title: _____
Signature: _____
Date: _____

LBNL

Name of Authorized Official: _____
Title: _____
Signature: _____
Date: _____

APPENDIX 1:
Materials transfer agreement between RECIPIENT and LBNL
(see attached)