

Order Reference No. _____

WiCell Agreement No. _____

Simple Letter Agreement

INSTITUTION: University of Massachusetts

RECIPIENT: _____

PROVIDER: Stein Laboratory
(WiCell or Name of Authorized Provider)

CELL LINE: _____

RESEARCH PROGRAM TITLE: _____

This Simple Letter Agreement dated and effective _____, _____, is between the above Recipient, a researcher employed by the above Institution, and WiCell Research Institute, Inc. ("WiCell"), a Wisconsin nonprofit corporation having an address at 614 Walnut Street, Madison, Wisconsin 53726.

It is WiCell's understanding that the Recipient desires to obtain samples of the Cell Line listed above (hereinafter referred to, along with any progeny or modified versions thereof, as the "Wisconsin Materials") for use as part of research to be conducted in Recipient's laboratory at Institution. In accordance with the terms and conditions of the Memorandum of Understanding between WiCell and Institution dated _____ (the "MOU"), which is incorporated herein by reference, Recipient hereby agrees and acknowledges the following:

1. Recipient hereby represents that he/she has read and acknowledges the terms and conditions of the MOU, and agrees to be bound by its terms and conditions. Specifically, Recipient acknowledges and agrees that the research conducted by Recipient will not include:

- (a) mixing of Wisconsin Materials with an intact embryo, either human or non-human;
- (b) implanting Wisconsin Materials or products of the Wisconsin Materials in a uterus;
- (c) attempting to make whole embryos with Wisconsin Materials by any method; or
- (d) using Wisconsin Materials for therapeutic or commercial purposes, including the performance of services (including diagnostic services) for consideration or the production or manufacture of products for sale or distribution.

2. Recipient agrees that on or before June 1 of each year in which this Simple Letter Agreement is in effect, he/she will submit to WiCell a signed Annual Certification Statement as set forth on Exhibit A confirming compliance with the above restrictions.

3. Wisconsin Materials are the property of WiCell and are being made available to Institution and Recipient as a service by WiCell. Ownership of all Wisconsin Materials, including any progeny or modified versions thereof, shall remain with WiCell, regardless of whether such Wisconsin Materials are received from WiCell or an authorized third party. Any Wisconsin Materials provided hereunder will be returned to WiCell or destroyed upon a material breach of any terms of this Simple Letter Agreement or the MOU.

4. Recipient agrees to communicate to WiCell all publications and/or research results made public by Institution or Recipient based on research using the Wisconsin Materials. In addition, any reports, publications, or other disclosure of results obtained with the Wisconsin Materials will acknowledge WiCell as the original source of the Wisconsin Materials and, in the event that the Wisconsin Materials were received from an authorized third party, the conditions in which such Wisconsin Materials were maintained prior to their transfer.

The Institution and Recipient must sign both copies of this letter and return both signed copies to WiCell, along with any fees if applicable, before the Wisconsin Materials may be provided to the Recipient.

Recipient Scientist

Institution

WiCell Research Institute

By: _____

By: _____

By: _____

Carl E. Gulbrandsen, President

Name: _____

Name: James P. McNamara, Ph.D Date: _____

Date: _____

Title: Executive Director, OTM

Address: _____

Date: _____

EXHIBIT A

ANNUAL CERTIFICATION

Annual Certification of Recipient Scientist: I have read and understood the terms and conditions outlined in the Simple Letter Agreement and Memorandum of Understanding, and I agree to abide by such terms and conditions in the receipt and use of the Wisconsin Material. I further certify that the research that I am engaged in, and have been engaged in, does not include the following:

- (a) mixing of Wisconsin Materials with an intact embryo, either human or non-human;
- (b) implanting Wisconsin Materials or products of the Wisconsin Materials in a uterus;
- (c) attempting to make whole embryos with Wisconsin Materials by any method; or
- (d) using Wisconsin Materials for any therapeutic or commercial purpose, including the performance of services (including diagnostic services) for consideration or the production or manufacture of products for sale or distribution.

Recipient Scientist: _____

Date: _____

Recipient Scientist: _____

Date: _____

Recipient Scientist: _____

Date: _____