Standard Material Transfer Agreement

for Non-profit Organization(s) only

This Standard Material Transfer Agreement (hereinafter referred to as the "*SMTA*") is concluded by and between :

Centre national de la Recherche Scientifique, Public Scientific and Technological Establishment, having its registered office at 3, rue Michel Ange, 75794 Paris Cedex 16, represented by Mr. Thierry Dauxois, its President and CEO, having given signatory power for this agreement to Mrs Marjolaine Robillard, Regionale Representative for the District Centre Limousin Poitou-Charentes, 3E, avenue de la Recherche Scientifique - 45071 Orléans Cedex 2, France, ("CNRS"),
Acting on his own name and on the name and on behalf of the UAR44 Typage et Archivage d'Animaux Modèles (TAAM), an INFRAFRONTIER-European Mouse Mutant Archive (EMMA) Repository
(hereinafter referred to as the "**Distributor**")

and

(to be specified name and address of the Recipient Organization)
(hereinafter referred to as the **"Recipient")**.

1. Definitions:

1.1 "Distributor": Organization being an EMMA partner distributing Material to Recipient. The name and address of Distributor is specified hereinabove.

1.2 "EMMA": The European Mouse Mutant Archive (EMMA) is a federation of several research facilities in the field of mouse genetics from different European countries and was established to coordinate, archive and distribute mutant mouse lines. A list of the available mutant mouse lines is regularly updated and available at www.infrafrontier.eu. The requested mouse line will be distributed by the relevant EMMA partner (*Distributor*).

1.3 "Provider": Organization providing the Original Material to the Distributor for distribution via EMMA. The name and address of Provider is specified in Annex 1 of this SMTA.

1.4 "Provider Scientist": The name and address of this person is specified in Annex 1 of this SMTA.

1.5 "Recipient": Organization receiving the Original Material. The name and address of this party is specified in Annex 1 of this SMTA.

1.6 "Recipient Scientist": Scientific employee of the Recipient supervising the work with the Material at Recipient's premises. The name and address of this person is specified in Annex 1 of this SMTA.

1.7 "Original Material": The description of the Material being transferred is specified in Annex 1 of this SMTA.

1.8 "Material": Original Material, Progeny, and Unmodified Derivatives. The Material shall not include: (a) Modifications, or (b) other substances created by the Recipient through the use of the Material which are not Modifications, Progeny, or Unmodified Derivatives.

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

1.10 "Unmodified Derivatives": Substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

1.11 "Modifications": Substances created by the Recipient which contain or incorporate the Material.

1.12 "Commercial Purposes": The sale, lease, license, or other transfer of the Material or Modifications to a for-profit organization. Commercial Purposes shall also include uses of the Material or Modifications by any organization, including Recipient, to perform contract research, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material or Modifications to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the Material or Modifications for Commercial Purposes per se, unless any of the above conditions of this definition are met. For the avoidance of doubt, the Parties acknowledge and agree that the following shall not be a Commercial Purpose as defined herein: (i) sending the Materials to a third party where that third party is required for the rederivation and/or breeding of live mice from the Materials on the Recipient's behalf; and/or (ii) use a third party to import the Materials into the Recipient's country on the Recipient's behalf, both (i) and (ii) as specified in Annex 1. The third parties mentioned in the preceding sentence shall be referred to as "Third Party Agents".

1.13 "Non-profit Organization": A university or other institution of higher education or a not-for-profit organization officially recognized or qualified under the laws of the country in which it is organized or located, or any non-profit scientific or educational organization qualified under a federal, state or local jurisdiction's non-profit organization statute. As used herein, the term also includes national, state or local government agencies.

2. Terms of Use of the Material

2.1 The terms of the Uniform Biological Material Transfer Agreement (UBMTA) attached hereto as Annex 2 shall apply.

2.2 In addition, the terms of the Limited Use Label License attached hereto as Annex 3 shall apply.

2.3. If Material is subject to additional regulations, the further terms of Provider attached hereto as Annex 4, if any, shall apply.

3. Order of Precedence

All Annexes attached hereto are incorporated by reference and constitute the entire agreement between Distributor and Recipient. In the event of a conflict between the documents listed in the preceding paragraph the controlling document shall be this SMTA, then Annex 1, then Annex 3, then Annex 2, then Annex 4.

4. Miscellaneous

4.1 This SMTA shall be construed according to the laws of France, under exclusion of any of its choice of law and venue principles. Any dispute arising from the interpretation and/or implementation of this SMTA, which cannot be settled amicably, shall be brought before a competent court of first instance in Paris,France.

4.2 This SMTA shall enter into force on the date of the last signature to it. Termination of this SMTA is governed by paragraph 14 of Annex 2.

4.3 In the event the Material or part of it should be under physical control of the Recipient before this SMTA is signed, the terms and provisions shall apply for this Material retroactively.

The representatives hereby expressly certify and affirm that they are authorized to sign this SMTA on behalf of their institution.

At_____, on _____

signed for and on behalf of the Distributor
by its duly authorized representative

_____
Authorized representative's signature(s)

Name(s): _____

Title(s): _____

At _____, on_____

signed for and on behalf of the Recipient
by its duly authorized representative

_____
Authorized representative's signature

Name: _____

Title: _____

_____
Recipient Scientist's signature

Name: _____

Title: _____

ANNEX 1

Recipient's (Organization) full name and place of business (VAT number if applicable):	**Recipient Scientist's name, full address, telephone number and e-mail:**
Shipping address:	
Provider's (Organization) full name and place of business (VAT number if applicable): INRAE, UMR PCR, 37380 Nouzilly, France	
Provider's principal scientist making available the Material (if known): Dr. Florian Guillou	
Description of the Material:	
Aims of the intended experiments:	
Specification of involved Third Party Agent(s), if any:	
Termination Date (optional)	
Transmittal Fee for preparation and distribution	

ANNEX 2

I. TERMS AND CONDITIONS OF THIS SMTA:

1. The Provider retains ownership of the Material, including any Material contained or incorporated in Modifications.

2. The Recipient retains ownership of: (a) Modifications (except that, the Provider retains ownership of rights to the Material included therein), and (b) those substances created through the use of the Material or Modifications, but which are not Progeny, Unmodified Derivatives or Modifications (i.e. do not contain the Original Material, Progeny, Unmodified Derivatives). If either 2 (a) or 2 (b) results from the collaborative efforts of the Provider and the Recipient, joint ownership may be negotiated.

3. The Recipient and the Recipient Scientist agree that the Material:
(a) is to be used solely for teaching and academic research purposes;
(b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the Provider;
(c) is to be used only at the Recipient and only in the Recipient Scientist laboratory under the direction of the 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 the Distributor.

4. (a) The Recipient and the Recipient Scientist agree to refer to the Distributor any request for the Material from anyone other than those persons working under the Recipient Scientist's direct supervision. To the extent supplies are available, the Distributor agrees to make the Material available, under an agreement having terms consistent with the terms of this SMTA, to other scientists (at least those at Non-profit Organization(s)) who wish to replicate the Recipient Scientist's research; provided that such other scientists reimburse the Distributor for any costs relating to the preparation and distribution of the Material.

5. (a) The Recipient and/or the Recipient Scientist shall have the right, without restriction, to distribute substances created by the Recipient through the use of the Original Material only if those substances are not Progeny, Unmodified Derivatives, or Modifications.
(b) Under an agreement at least as protective of the Provider's rights as this SMTA and having terms consistent with the terms of this SMTA including its ANNEXES to the extent applicable, the Recipient may distribute Modifications to Non-profit Organization(s) for research and teaching purposes only.
(c) Without written consent from the Provider, the Recipient and/or the Recipient Scientist may NOT provide Modifications for Commercial Purposes. It is recognized by the Recipient that such Commercial Purposes may require a commercial license from the Provider and the Provider has no obligation to grant a commercial license to its ownership interest in the Material incorporated in the Modifications. Nothing in this paragraph, however, shall prevent the Recipient from granting commercial licenses under the Recipient's intellectual property rights claiming such Modifications, or methods of their manufacture or their use.

6. The Recipient acknowledges that the Material is or may be the subject of a patent application. Except as provided in this SMTA, no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider. In particular, no express or implied licenses or other rights are provided to use the Material, Modifications, or any related patents of the Provider for Commercial Purposes.

7. Any request received from the Recipient to use Material for a Commercial Purpose shall be referred to the Provider. To avoid doubt, the Distributor shall not be involved in any negotiations between Provider and Recipient in relation to use of the Material for any Commercial Purpose and Material for Commercial Purposes will not be distributed by Distributor. If the Recipient desires to use or license the Material or Modifications for Commercial Purposes, the Recipient agrees, in advance of such use, to negotiate in good faith with the Provider to establish the terms of a commercial license. It is understood by the Recipient that the Provider shall have no obligation to grant such a license to the Recipient, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the Material to any third party(ies), subject to any pre-existing rights held by others.

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

9. Any Material delivered pursuant to this SMTA is understood to be experimental in nature and may have hazardous properties. THE PROVIDER AND DISTRIBUTOR MAKE NO REPRESENTATIONS AND EXTEND 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.

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

11. This SMTA shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Material or the Modifications. The Recipient Scientist agrees to provide appropriate acknowledgement of the Provider, EMMA and the Distributor in all publications or presentations reporting on research involving the Material. For acknowledgement the following

citation format is appropriate: "We thank [insert Provider name] for providing the mutant mouse line (Allele:[state allele]), EMMA/INFRAFRONTIER (www.infrafrontier.eu, PMID: 25414328), and [insert Distributor name] from which the mouse line was distributed."

12. The Recipient agrees to use the Material in compliance with all applicable statutes and governmental regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. If a confidentiality period is specified in Annex 4, Recipient agrees to treat in confidence, for the respective time period specified in Annex 4, any of Provider's written information about the Material that is stamped "Confidential" ("Confidential Information"). Any oral disclosures from Provider to Recipient shall be identified as being Confidential Information by notice delivered to Recipient within ten (10) days after the date of the oral disclosure. Confidential Information does not include information that:
(a) has been published or is otherwise publicly available at the time of disclosure to the Recipient;
(b) was in the possession of or was readily available to the Recipient without being subject to a confidentiality obligation from another source prior to the disclosure;
(c) has become publicly known, by publication or otherwise, not due to any unauthorized act of the Recipient;
(d) Recipient can demonstrate it developed independently, or acquired without reference to or reliance upon Confidential Information; or
(e) is required to be disclosed by law, regulation, or court order.

14. This SMTA will terminate on the earliest of the following dates: (a) on completion of the Recipient's current research with the Material, or (b) on thirty (30) days written notice by either party to the other, or (c) on the termination date specified in Annex 1, provided that:
(i) if termination should occur under 14. (a) or under (c) above, the Recipient will discontinue its use of the Material and will, upon direction of the Provider and/or Distributor, return or destroy any remaining Material. The Recipient, at its discretion, will also either destroy the Modifications or remain bound by the terms of this SMTA as they apply to Modifications;
and (ii) in the event Distributor terminates this SMTA under 14.(b) other than for breach of this SMTA or for cause such as an imminent health risk or patent infringement, the Distributor will defer the effective date of termination for a period of up to one year, upon request from the 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 the Material and will, upon direction of the Provider and/or Distributor, return or destroy any remaining Material. The Recipient, at its discretion, will also either destroy the Modifications or remain bound by the terms of this agreement as they apply to Modifications.

15. The Material is provided by the Distributor in consideration of a Transmittal Fee (consisting of a lump sum to recover costs and ensure that EMMA maintains sustainable archiving and distribution), which shall be paid by the Recipient to the Distributor. Furthermore the Recipient will refund shipping fees of the Distributor, if Distributor advances the shipment costs. In the case of an order cancellation, the Distributor shall be entitled to charge the Recipient for the costs that Distributor may have incurred. Payment will be made by Recipient upon receipt of Distributor's invoice.

16. In each case, risk of loss and damage pass to Recipient upon the handover of the Material to the carrier by Distributor.

17. The Recipient agrees that the Distributor is allowed to share the following information within EMMA: information about delay in payment and/or non-payment of agreed fees by Recipient.

18. Paragraphs 6, 7, 8, 9, 10, 11 as well as 15, 16 and 17 shall survive termination.

ANNEX 3

LIMITED USE LABEL LICENSE (CRISPR-Cas9; Caribou Biosciences, Inc.): RESEARCH USE ONLY

This limited use label license applies in case the transgenic mouse material is based on CRISPR-Cas9 technology owned by Caribou Biosciences, Inc. (hereinafter referred to as "CRISPR Model")

The transfer of CRISPR Model is subject to the following terms and conditions.

The transfer of the CRISPR Model conveys to the Recipient a limited, non-transferable right to use the CRISPR Model, solely as provided to the Recipient, together with (i) Progeny or Derivatives of the CRISPR Model generated by the Recipient (including but not limited to cells), and (ii) cells, tissue, and other biological material extracted or derived from the CRISPR Model or its corresponding Progeny or Derivatives (collectively, the CRISPR Model, as provided, and (i) and (ii) are referred to as "CRISPR Material") only to perform internal research for the sole benefit of the Recipient.

The Recipient cannot sell or otherwise transfer CRISPR Material to a third party or otherwise use the CRISPR Material for any Excluded Use. "Excluded Use" means any and all: (a) commercial activity including, but not limited to, any use in manufacturing and/or product or quality control; (b) preclinical or clinical testing or other activity directed toward the submission of data to the U.S. Food and Drug Administration, or any other regulatory agency in any country or jurisdiction where the active agent in such studies comprises the CRISPR Material; (c) use to provide a service, information, or data for a third party; (d) use for human or animal therapeutic, diagnostic, or prophylactic purposes or as a product for therapeutics, diagnostics or prophylaxis; (e) activity in an agricultural field trial or any activity directed toward the submission of data to the U.S. Department of Agriculture or any other agriculture regulatory agency; (f) high throughput screening drug discovery purposes (i.e., the screening of more than 10,000 experiments per day) as well as scale-up production activities for commercialization; (g) cell line or animal development for purposes of bioproduction of recombinant proteins; (h) modification of the human germline, including editing human embryo genomes or reproductive cells; and/or (i) stimulation of biased inheritance of a particular gene or trait or set of genes or traits ("gene drive"). Notwithstanding the foregoing, Recipient may transfer CRISPR Material to a third party under a contractual obligation to perform research for the sole benefit of the Recipient, or to a third party that is a nonprofit performing collaborative research with the Recipient; provided, however, that any such CRISPR Material is accompanied by this Limited Use Label License.

It is the Recipient's responsibility to use the CRISPR Material in accordance with all applicable laws and regulations.

For information on obtaining additional rights, including commercial rights, please contact licensing@cariboubio.com or Caribou Biosciences, Inc., 2929 7th Street, Suite 105, Berkeley, CA USA 94710 USA, Attn: Licensing.

ANNEX 4

Further terms of Provider (only in case necessary due to applicable intellectual property/licensing restrictions)