

Biological Material Transfer Agreement
Between **Michigan State University**
and a Non-profit Organization

THIS AGREEMENT is made and effective as of the date of last signing (herein the Effective Date) by and between the Recipient as defined below and Michigan State University (herein MSU), having a principal place of business in East Lansing, Michigan 48824, USA.

In response to the Recipient Scientist's request for Material, as defined below, MSU asks that the Recipient and the Recipient Scientist agree to the following terms before receiving said Material:

A. Definitions:

1. MSU Scientist:
Dr. James Tiedje
Director, Crop and Soil Science
540E. Plant and Soil Science
East Lansing, Michigan 48824
2. Recipient Scientist:
Carlos Rodriguez
Departamento de Biología
Carr. 108 Barrio Miradero Km 1.3
Entrada al Zoológico
Mayagüez, PR 00680
3. Recipient:
University of Puerto Rico
Departamento de Biología
PO Box 9012
Mayagüez, PR 00681
4. Original Material:
Non-pathogenic E. coli: strain 319, strain 397, strain 492 and class 2 integron control.

5. 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.
6. Progeny: Unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.
7. 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 MSU, or monoclonal antibodies secreted by a hybridoma cell line.
8. Modifications: Substances created by the Recipient which contain/incorporate the Material.
9. 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 screen compound libraries, 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.
10. 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 non-profit scientific or educational organization qualified under a state non-profit organization statute. As used herein, the term also includes government agencies.

B. Terms and Conditions of this Agreement:

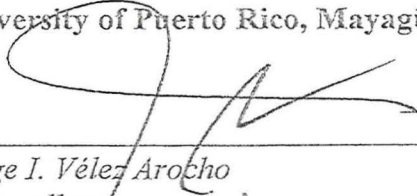
1. MSU retains ownership of the Material, including any Material contained or incorporated in Modifications.
2. The Recipient retains ownership of: (a) Modifications (except that MSU retains ownership rights to the Material included therein), and (b) those substances created through the use of the Material 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 MSU 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 MSU;
 - (c) is to be used only at the Recipient organization and only in the Recipient Scientist's 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 MSU.
4. The Recipient and the Recipient Scientist agree to refer to MSU 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, MSU or MSU Scientist agrees to make the Material available, under another agreement having terms consistent with the terms of this Agreement, 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 MSU for any costs relating to the preparation and distribution of the Material. The Uniform Biological Material Transfer Agreement (UBMTA) version dated March 8, 1995, as administered by the Association of University Technology Managers (AUTM), shall be considered to have terms consistent with the terms of this Agreement for purposes of this paragraph.
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 another agreement having terms consistent with the terms of this Agreement, the Recipient may distribute Modifications to Nonprofit Organization(s) for research and teaching purposes only. The Uniform Biological Material Transfer Agreement (UBMTA) version dated March 8, 1995, as administered by the Association of University Technology Managers (AUTM), shall be considered to have terms consistent with the terms of this Agreement for purposes of this paragraph.
- (c) Without written consent from MSU, 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 MSU, and MSU 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 Agreement, 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 MSU, including any altered forms of the Material made by MSU.

In particular, no express or implied licenses or other rights are provided to use the Material, Modifications, or any related patents of MSU for Commercial Purposes.

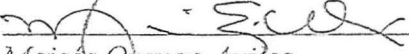
7. If the Recipient desires to use or license the Material or Modifications for Commercial Purposes, the Recipient agrees, in advance of such use, to negotiate in good faith with MSU to establish the terms of a commercial license. It is understood by the Recipient that MSU shall have no obligation to 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 and obligations to the Federal Government.
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 MSU 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 Agreement is understood to be experimental in nature and may have hazardous properties. MSU 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.
10. Except to the extent prohibited by law, the Recipient assumes all liability for damages that may arise from its use, storage or disposal of the Material. MSU 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 MSU.
11. This agreement 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 source of the Material in all publications.
12. The Recipient agrees to use the Material 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 research involving the use of animals or recombinant DNA.
13. This Agreement will terminate on the earliest of the following dates: (a) when the Material becomes generally available from third parties, for example, through reagent catalogs or public depositories or (b) on completion of the Recipient's current research with the Material, or (c) on thirty (30) days written notice by either party to the other, or (d) on the date specified in an implementing letter, provided that:

University of Puerto Rico, Mayagüez (UPRM)




Jorge I. Vélez Arocho
Chancellor

Date Agul 24, 2007



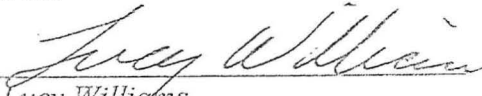
Moisés Orango Ariles
Dean, College of Arts & Sciences UPRM

Date March 12 - 2007



Carlos Rodriguez

Date 3/8/07



Lucy Williams
Chair, Biology Department, UPRM

Date 8 March 07