

MATERIAL TRANSFER AGREEMENT

between

Ecole Polytechnique Fédérale de Lausanne (EPFL), CH-1015 Lausanne, Switzerland

represented by

Prof. Florian M. Wurm, Director, Laboratory of Cellular Biotechnology,
Institute of Bioengineering, Faculty of Life Sciences
("Provider")

and

University of Puerto Rico, Mayaguez Campus

represented by

Dr. Jorge I. Velez-Arocho, Chancellor of the University of Puerto Rico,
("Recipient")

Provider has developed a **suspension-adapted CHO DG44 cell line (clone AMW1)** expressing human recombinant immunoglobulins (IgG)

Recipient is interested to evaluate and test the feasibility of the use of such cell line for teaching and training in bioprocess engineering practical courses ("Purpose").

Provider agrees to provide Recipient with material as described below solely for the Purpose, subject to the terms and conditions set forth in this Agreement.

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1. This Agreement applies to the following material : **suspension-adapted CHO DG44 cell line (clone AMW1)** (hereafter "the Material").
 2. Legal title to the Material will remain with Provider. If, in the performance of the activities related to this Agreement, a party is given access to information that the disclosing party considers confidential, the rights and obligations of the parties with respects to such Confidential information shall be governed by the terms and conditions set forth in *Attachment A*.
 3. Provider grants Recipient a nonexclusive, nontransferable license to use the Material solely for the Purpose. The Material is provided to Recipient for use only in the laboratories of Recipient. Recipient shall not have the right to modify the Material. Recipient shall not transfer the Material to third parties without the written formal approval of Provider.
 4. The Material is experimental and will be used by Recipient with prudence and appropriate caution, as not all of its characteristics are known. The Material is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. The Material will not be used in humans.

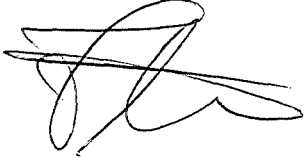
5. Recipient shall inform Provider about the results of the evaluation and tests obtained by Recipient. In the case Recipient and/or Provider would like to publish results of the investigations done under the present Agreement and related to the Material, it shall first obtain the formal approval of the other party. The proposed publication shall be accepted in writing by both parties prior to any disclosure. The parties shall resolve the issue within one (1) month from the date a draft publication is proposed by one party to the other. Recipient will acknowledge Provider as source of the Material in any publication relating to the Material.
6. Recipient shall promptly notify Provider of any inventions made during the test and evaluation activities using the Material and/or Confidential information furnished by Provider. Recipient hereby grants Provider a first option to obtain a nonexclusive, worldwide, royalty-bearing license, with the right to grant sublicenses, under any patents to inventions made during the test and evaluation activities and that could not have been made without the use of the Material and/or Confidential information furnished by Provider. Provider may exercise this option upon written notice to Recipient within three (3) months from the date upon which Provider receives written notice of the invention. The parties shall negotiate in good faith a license agreement containing commercially reasonable terms.
7. By transfer of the Material, Provider grants to Recipient no rights in the Material other than those specifically set forth in this Agreement. Recipient will, at the end of the evaluation and tests period, return or destroy all Material in its possession.
8. If the parties envision to cooperate on a common research project, they will negotiate a separate agreement.
9. Recipient will use the Material in compliance with all applicable laws, regulations and guidelines. Provider shall not be liable for any damages suffered by Recipient, its employees or others in relation with the use of the Material and/or Confidential information.
10. This Agreement may not be assigned without the written consent of Provider.
11. This Agreement shall be effective on April 1st, 2008. Evaluation and tests made by Recipient with the Material shall not last longer than **12 months** from this effective date. Any extension of such period shall be agreed in writing with Provider. The terms and conditions of this Agreement shall remain valid as long as they are pertinent in relation with the subject matter.
12. This Agreement shall be governed by with the laws of Switzerland. The place of jurisdiction shall be Lausanne, Switzerland.

PROVIDER

Ecole Polytechnique Fédérale de
Lausanne (EPFL),
1015 Lausanne, Switzerland

Prof Florian M. Wurm
Laboratoire de Biotechnologie Cellulaire,
IBI – FSV - EPFL

Signature:



place and date

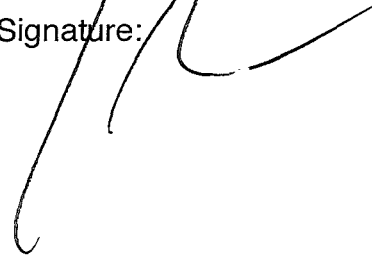
Lausanne, February 25, 2008

RECIPIENT

University of Puerto Rico at Mayaguez
PO Box 9010
Mayaguez, Puerto Rico 00681-9010

Dr. Jorge I. Velez-Arocho, Chancellor
University of Puerto Rico at Mayaguez
Mayaguez, Puerto Rico 00681-9010

Signature:



place and date

Mayaguez, Puerto Rico
March 14, 2008

Attachment A : Exchange of Confidential Information

In furtherance of the transfer of Material by Provider, the parties may exchange information that the Disclosing party considers confidential. The rights and obligations of the parties with respects to such information are as follows :

1. "Confidential information" shall mean information regarding or related to Provider's or Recipient's technologies, scientific and technical results, know how, businesses or products considered by their respective owner as being confidential, and clearly labeled as confidential by the Disclosing Party at the time of disclosure or confirmed by the Disclosing Party in writing as being confidential within ten (10) working days after oral and/or visual disclosure.
"Disclosing Party" shall mean the party that discloses Confidential information to the other party to this Agreement.
"Receiving Party" shall mean the party that receives Confidential information from the other party to this Agreement.
2. The Receiving Party agrees :
 - to receive, treat and keep Confidential information in confidence;
 - to refrain from using it directly or indirectly otherwise than for the purpose of this Agreement;
 - to limit the disclosure of Confidential information to trusted personnel in its organization who, having a need to know said Confidential information, will be obligated to maintain such information confidential;
 - not to disclose such Confidential information to any other person, organization or entity without the prior written consent of the Disclosing Party.
3. The obligations imposed upon the Receiving Party by this Agreement shall not apply to any portion of Confidential information for which the Receiving Party is able to prove that :
 - it was in the public domain or public knowledge at the time it was transmitted to the Receiving Party, or
 - it later fell into the public domain or public knowledge for reasons other than an action or omission attributable to the Receiving Party, or
 - it already was in the Receiving Party's possession, without any limitation regarding its disclosure at the time it was transmitted to the Receiving Party by the Disclosing Party, provided that such prior possession is supported by written evidence, or
 - it was obtained in good faith and without any commitment relating to confidentiality from a third party entitled to disclose it.
4. It is hereby understood that the transfer of Confidential information shall not be construed as a grant of any right or license with respect to the information delivered except as set forth herein or in a duly executed license agreement.
5. The obligations of confidentiality with respect to any particular Confidential information provided under this Agreement shall remain in effect ten (10) years after the disclosure of such information by the Disclosing Party.
