



ADDENDUM TO ATCC MTA

For Use of Certain ATCC® Materials in Screening Applications

Recipient Organization Name: _____ (“Recipient”)
Recipient Organization Type (corporation, LLC, etc.): _____
Jurisdiction of Formation: _____
ATCC Account Number: _____
Pending Sales Order Number (if any): _____
ATCC Material(s) Used for Screening: ATCC® _____ (the “Subject Material”)

Execution of this addendum (“Addendum”) to the ATCC Material Transfer Agreement (“MTA”) along with the MTA itself is required for purchase the Subject Material noted above by for-profit entities. This Addendum adds restrictions to the permitted uses of the Subject Material in addition to the restrictions imposed by the MTA, and controls in the event of any conflict with the MTA. Any Commercial Use license between Recipient and ATCC respecting the Material controls over the MTA as supplemented by this Addendum.

The phrase “Screening Use” means Non-Commercial Use of the Subject Material, its Progeny, or its Unmodified Derivatives (together, the “Material”) in compound screening for drug discovery, including initial target identification and validation, assay development, high throughput screening, hit identification, lead optimization, and selection of candidates for clinical development. Capitalized terms and phrases not otherwise defined in this Addendum are defined in the MTA.

Recipient shall not use the Material for Screening Use unless Recipient has paid to ATCC the annual Screening Use fee respecting each of the corresponding Subject Materials indicated for screening use within a year of such Screening Use. These annual fees may be paid through the purchase of ATCC item #ACS-2103F (one per Subject Material used for Screening Use). This fee will be valid for the one year commencing from Recipient’s receipt of the Subject Material and will become due annually until a written request to cancel Recipient’s rights to perform Screening Use is received by ATCC. All such fees will apply first to overdue fees prior to application to the forthcoming year. Recipient shall not transfer the Material outside of its organization. For clarity, nothing in this Addendum or the purchase of ACS-2103F authorizes any Commercial Use, including screening use as a contracted service for the internal research purposes of the client of a commercial research organization. Any Commercial Use of the Material requires a commercial use license from ATCC.

The MTA and this Addendum (together the “Agreement”) are the complete exclusive integrated statement of the agreement between ATCC and Recipient respecting Non-Commercial Use by Recipient of the Material, no aspect of which may be waived or modified whether by course of performance or otherwise except by a writing signed by both ATCC and Recipient. The Agreement is not assignable, whether by operation of law or otherwise. Recipient acknowledges that any breach or threatened breach of the non-use provisions of this Addendum would create such irreparable injury as to entitle ATCC to seek preliminary or permanent injunctive relief without the posting of a bond, in addition to all other equitable and legal remedies available

The individual signing below represents that he or she has the authority to bind Recipient and acknowledges that ATCC is relying on this representation. ACCEPTANCE OF THIS ADDENDUM by Recipient witnessed by the following signature as of the date below:

Signed: _____ Date: _____

By:

Title: