



## **ADDENDUM TO ATCC® MTA For MJFF Materials**

This License Agreement (“License”) sets forth terms and conditions that are in addition to those set forth in the ATCC MTA and apply to the distribution and use of ATCC Material(s) (as defined by the ATCC MTA) deposited by The Michael J. Fox Foundation for Parkinson’s Research (“MJFF”) to recipient organizations (the “Recipient Organization”). By accepting the ATCC Material(s), Recipient specifically acknowledges and agrees to the following terms and conditions.

If the Recipient Organization has previously executed a blanket ATCC MTA, this License is incorporated into and made a part of that ATCC MTA. For all others, this License is incorporated into and made a part of the ATCC MTA posted on the ATCC website on the date of the last signature below. In the event of any conflict between the terms and conditions of the ATCC MTA and the terms and conditions of this License, then the terms and conditions of this License shall prevail.

### **TERMS AND CONDITIONS:**

1. The ATCC MTA and this License are made by and between the American Type Culture Collection (ATCC) and the Recipient Organization identified on the signature lines below. The Investigator must acknowledge, by signing below, that the Investigator has read and understands this Agreement. The signatories to this Agreement must correspond to the Recipient Organization and Investigator identified on the ATCC Sales Order. Collectively, the Recipient Organization and Investigator are referred to herein as “Recipient”.
2. "Licensed Research Use" means any use for research purposes, other than:
  - a) licensing, selling, distributing, or otherwise providing Modified Animals to any third party other than Sigma and its affiliates: provided however, that Recipient may provide Modified Animals to researchers within the Recipient Organization located at the same research facility or campus. A "Modified Animal" means an animal having a genomic modification at the target site that results from Recipient's use of the Biological Materials. Modified Animal includes but is not limited to (a) heterozygotes and mosaic animals, (b) the descendants of Modified Animals, (c) animals created from the breeding of Modified Animals with other animals, and (d) animals created by the Recipient which contain and/or incorporate genetic information derived from Modified Animals.
  - b) GMP production of therapeutic, diagnostic, prophylactic or other medicinal products intended for use in humans or non-human animals, or any other industrial use solely to the extent involving commercial sale of a Biological Material or service. If a molecule or any derivative of such molecule is used in or administered to humans, then the production of such molecule shall be deemed to be GMP production and therefore in violation of this License;
  - c) the use of the ATCC Materials or a direct derivative (a modified cell or Modified Animal resulting from use of the ATCC Materials) in the screening or testing of more than 10,000 distinct compounds (high throughput screening);
  - d) use for gene targeting and/or gene regulation to modify the genome of a plant cell, plant, or plant cell culture (in each case, whether constituting or derived from a vascular or non-vascular plant), or alter the nucleic acid or protein expression in a plant cell, plant, or plant cell culture. "Non-vascular" plants shall include but not be limited to algae, moss, and fungi; and
  - e) modification or reverse-engineering of the ATCC Materials in any way or creating any derivatives or sequence variants thereof.
3. Contingent upon approval of Recipient’s order and shipment of the ATCC Material, ATCC grants Recipient a **NON-TRANSFERABLE NON-EXCLUSIVE LICENSE TO USE THE ATCC MATERIAL SOLELY FOR LICENSED RESEARCH USE** subject to the terms and conditions set out in this License.
4. Recipient acknowledges that any use of the ATCC Material for any purpose other than Licensed Research Use is prohibited.

5. ATCC is providing Recipient with the Biological Material pursuant to a license agreement by and between ATCC and MJFF.
6. Upon approval of Recipient's order by ATCC, this License shall come into effect and shall continue as long as the Biological Materials are in the possession of the Recipient.
7. ATCC will be entitled to terminate this Agreement in the event of breach by Recipient by providing thirty (30) days prior written notice to Recipient.

BY SIGNING BELOW, THE DULY AUTHORIZED REPRESENTATIVE OF THE RECIPIENT ORGANIZATION AND INVESTIGATOR ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE ATCC MTA AND THIS USE LICENSE AND AGREE TO THE TERMS AND CONDITIONS THEREOF, AS EVIDENCED BY THEIR SIGNATURES BELOW AND ACCEPTANCE OF THE BIOLOGICAL MATERIAL ORDERED.

Recipient Organization: \_\_\_\_\_

AUTHORIZED SIGNATORY:

READ AND UNDERSTOOD BY:

By: \_\_\_\_\_  
(Authorized signatory signature)

By: \_\_\_\_\_  
(Investigator's signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Printed name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Sales Order Number/Catalog Number (if available): \_\_\_\_\_