

**ADDENDUM TO ATCC[®] MTA
For Screening Applications
For ATCC[®] _____[™]**



Commercial and For-Profit Organizations

This addendum to the ATCC MTA (“Addendum”) effective as of the date of the last signature to the Addendum (“Effective Date”) 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 (as defined in the ATCC MTA) that has been engineered for internal screening purposes to commercial and for-profit organizations (the “Recipient Organization”). By accepting the ATCC Material, Recipient specifically acknowledges and agrees to the following terms and conditions.

This Addendum is incorporated into and made a part of the ATCC MTA between the parties. In the event of any conflict between the terms and conditions of the ATCC MTA and the terms and conditions of this Addendum, then the terms and conditions of this Addendum shall prevail.

Planned use of ATCC Material

The Recipient represents as follows (*please check*):

- Recipient will use the ATCC Material for a Screening Use.
- OR -
- Recipient will not use the ATCC Material for a Screening Use.

Screening Use means use of ATCC Material in small molecule and biologic drug discovery, including initial target identification and validation, assay development, high throughput screening, hit identification, lead optimization, and selection of candidates for clinical development.

Terms and Conditions:

1. The ATCC MTA and this Addendum are made by and between the American Type Culture Collection (ATCC) and the Recipient Organization identified on the signature lines below, referred to herein as “Recipient”.
2. If Recipient will use the ATCC Material for a Screening Use, in consideration for Recipient’s order, upon placing the order, Recipient Organization will pay to ATCC an **order fee** in the amount indicated in the ATCC catalog for each ATCC Material requested. In addition to the foregoing, Recipient Organization shall pay a nonrefundable **annual maintenance payment**, ACS-2103F, in the amount of five thousand dollars (\$5,000 USD) for each ATCC Material requested. The annual maintenance payment shall be due and payable on the first anniversary and on each subsequent anniversary of the Effective Date.
3. If Recipient will not use the ATCC Material for a Screening Use, in consideration for Recipient’s order, upon placing the order, Recipient Organization will pay to ATCC an **order fee** in the amount indicated in the ATCC catalog for each ATCC Material requested. No annual maintenance fee shall be due and payable.
4. This Addendum shall remain in effect for a period of one (1) year from the Effective Date. Recipient may renew this Addendum upon thirty (30) days written notice of its intent to renew, provided that Recipient will use the ATCC Material for a screening use.
 - (i) Upon Recipient’s thirty (30) days written notice of its intent to renew, Recipient shall submit payment of the annual maintenance fee (as described in Section 2);
 - (ii) If Recipient fails to notify ATCC of its intent to renew this Addendum, or fails to pay an annual maintenance fee, this Addendum, and all rights to use the ATCC Materials herein, shall expire.

5. Contingent upon approval of Recipient's order and shipment of the ATCC Material, ATCC grants Recipient a **NON-EXCLUSIVE LICENSE TO USE THE ATCC MATERIAL SOLELY FOR INTERNAL SCIENTIFIC RESEARCH** (the "Field of Use").
6. The ATCC Material may not be transferred by Recipient to any third parties except to a CRO to perform screening purposes only.
7. Recipient is encouraged to make available Modifications for deposit into the ATCC repository, to enable distribution of such Modifications to third parties for research purposes under the same terms and conditions of the ATCC MTA and this Addendum, as such may be amended or modified by ATCC. Promptly after creation of any Modifications, Investigator is encouraged to contact ATCC to discuss the deposit of such Modifications with ATCC, under the terms and conditions of a separate deposit agreement. ATCC shall only accept into the repository Modifications that fulfill ATCC's standard requirements for authentication and quality control, including but not limited to: purity of cultures; post-freeze recovery and viability; absence of mycoplasma, bacterial or fungal contamination; as applicable, correct (i) clone identification by restriction enzyme digest, (ii) sequence, (iii) genus and/or (iv) species. Recipient's distribution of Modifications, whether or not accepted into the ATCC repository, shall require a license from ATCC, which ATCC shall be under no obligation to provide.
8. ATCC will be entitled to terminate this Addendum 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 ADDENDUM AND AGREE TO THE TERMS AND CONDITIONS THEREOF, AS EVIDENCED BY THEIR SIGNATURES BELOW AND ACCEPTANCE OF THE ATCC MATERIAL ORDERED.

Recipient Organization: _____

AUTHORIZED SIGNATORY:

By: _____

(Authorized signatory signature)

Name: _____

Title: _____

Date: _____

Sales Order Number/Catalog Number (if available): _____