

INSTITUTE FOR PROTEIN INNOVATION
4 Blackfan Circle,
Room 921
Boston, MA 02115

Recipient Scientist Acknowledgement

Recipient Organization:

Address:

Recipient Scientist:

Material: Refer to Appendix A

Quantity: Refer to Appendix A

Terms: Research Use Only (see below for additional details).

IPI Provider Scientist:

By signing this form, Recipient Scientist acknowledges that he/she has read and understood the terms below that govern the transfer of the Material. THE TERMS AND CONDITIONS OF THE ATTACHMENT ARE PART OF THIS AGREEMENT.

ACCEPTED:

Recipient Scientist

Email:

Date:

RESEARCH USE ONLY TERMS

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- c. You agree to use all Materials in your lab facilities using your employees and or agents under your supervision and control.
 - d. The Material shall be used in accordance with existing laws and regulations.
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3. **Publication**

- a. You may publish or present the Results provided that you provide IPI with an advance copy of any proposed publication or presentation relating to the Results at least thirty (30) days prior to submission for publication or presentation. You also agree to acknowledge IPI as the source of the Material as scientifically appropriate in any academic or scientific publication.

4. **Term and Termination; Changes**

- a. This Agreement shall commence on the Acceptance Date and terminate one year from Acceptance Date.
- b. IPI may terminate this Agreement at any time with or without cause by giving you thirty (30) day written notice.
- c. Expiration or termination of this Agreement shall not relieve you of any obligation that accrued prior to such expiration or termination.
- d. IPI reserves the right to change these terms at any time.

5. **Miscellaneous**

- a. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, that provision shall be stricken and the remainder of this Agreement shall continue in full force and effect; *provided, however*, we will agree to renegotiate an acceptable replacement provision so as to accomplish, as nearly as possible, our original intent.. This Agreement shall be construed by, and any disputes or claims arising under this Agreement shall be governed by, the laws of the Commonwealth of Massachusetts without regard to any choice of law principles that would dictate the application of the laws of another jurisdiction. We each agree to irrevocably submit to the exclusive jurisdiction and venue of the federal and state courts located in Boston, Massachusetts with respect to disputes arising out of this Agreement. This Agreement represents our entire agreement and expressly supersedes all previous written and oral communications. No amendment, alteration, or modification of this Agreement or any exhibits attached hereto shall be valid unless executed in writing by authorized signatories of each of us. The failure of either of us to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that or any other provision or right.

Appendix A