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The following additional provisions apply to the purchase of materials from the TIGR/ATCC Special Collection.

**TIGR/ATCC
Human cDNA Special Collection
Material Transfer Agreement**

The TIGR/ATCC Human cDNA Special Collection ("TASC") has been established and is operated by The Institute for Genomic Research ("TIGR"), located in Rockville, Maryland and the American Type Culture Collection ("ATCC"), located in Manassas, Virginia. By ordering and receiving biological material from the TASC, you acknowledge and agree to the following terms and conditions:

(1) You are the stated recipient ("Recipient") of the "Materials" (defined in Section 2).

(2) The material to be provided, which may include sequence and other data and associated know-how and any related biological material that will be received by Recipient from TIGR, and any substance that is a derivative thereof or is replicated therefrom or is an antibody produced by use thereof are covered by this Agreement. All such materials shall hereinafter be referred to as the "Material(s)".

(3) The Materials shall be used by Recipient only for non-commercial research purposes.

(4) Recipient shall not distribute, or release the Materials to any other person or entity and shall ensure that no one will be allowed to take or send the Materials to any other location, unless written permission is obtained in advance from TIGR.

(5) The Materials are supplied solely for scientific research purposes, for use in animals and/or in vitro. **THE MATERIALS SHALL NOT BE USED IN HUMANS.**

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(7) RECIPIENT RECOGNIZES THE POTENTIAL HAZARD OF UTILIZING THE MATERIAL AND UNDERSTANDS THAT THE APPROPRIATE PRECAUTIONS TO MINIMIZE ANY HEALTH RISK BECOMES FULLY RECIPIENT'S RESPONSIBILITY. NEITHER TIGR NOR ATCC IS LIABLE FOR ANY DAMAGES OR INJURIES RESULTING FROM USE OF THE MATERIALS BY RECIPIENT, INCLUDING THE RECEIPT AND/OR IMPROPER, INAPPROPRIATE, NEGLIGENT OR OTHER WRONGFUL HANDLING OR USE OF THE MATERIAL, AND/OR FROM ANY MISIDENTIFICATION, MISREPRESENTATION, LACK OF PURITY OR TYPICALITY OF THE MATERIAL.

(8) Recipient hereby agrees to defend, indemnify and hold harmless TIGR and ATCC, their officers, directors, trustees, employees and agents from any loss, claim, damage, expense or liability, of whatsoever kind or nature (including attorney's fees), which may arise from or in connection with this Agreement or the use, handling or storage of the Materials, by Recipient.

(9) Recipient agrees to comply with all government and National Institutes of Health regulations and guidelines which are applicable to the Recipient's use of the Materials.

(10) Any and all proprietary rights, including but not limited to patent rights, in and to the Materials shall be and remain in TIGR or its assignee.