

**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 Biological 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 Biological Material, Recipient specifically acknowledges and agrees to the following terms and conditions.

If the Recipient Organization has previously executed a blanket ATCC MTA, this Addendum is incorporated into and made a part of that ATCC MTA. For all others, this Addendum 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 Addendum, then the terms and conditions of this Addendum shall prevail.

**Planned use of Biological Material**

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

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

Screening Use means use of Biological 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. The Investigator must acknowledge, by signing below, that the Investigator has read and understands this Addendum. The signatories to this Addendum 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. If Recipient will use the Biological 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 Biological Material requested. In addition to the foregoing, Recipient Organization shall pay a nonrefundable **annual maintenance payment**, ACS-2103F, in the amount of four thousand dollars (\$4,000 USD) for each Biological 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 Biological 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 Biological Material requested. No annual maintenance fee shall be due and payable.
4. Upon approval of Recipient’s order by ATCC, the ATCC MTA and this Addendum shall come into effect. 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 Biological 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 Biological Materials herein, shall expire.
- 5. Contingent upon approval of Recipient's order and shipment of the Biological Material, ATCC grants Recipient a **NON-EXCLUSIVE LICENSE TO USE THE BIOLOGICAL MATERIAL SOLELY FOR INTERNAL SCIENTIFIC RESEARCH** (the "Field of Use").
- 6. The Biological Material may not be transferred by Recipient to any third parties. Recipient Organization agrees that any investigator other than the Investigator utilizing the Biological Material within Recipient Organization will be required to obtain a separate Addendum. A signed copy of this Addendum will be promptly provided to ATCC for each investigator within Recipient Organization who utilizes the Biological Material.
- 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.

**SIGNATURES ON FOLLOWING PAGE**

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 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): \_\_\_\_\_