**Biomaterial Addendum**

This Biomaterial Addendum (this “Addendum”) is issued by the University of Wisconsin-Madison (the “University”) and is acknowledged and agreed to by the undersigned Researcher as of \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 2015.

Pursuant to the terms of that certain Master Biomaterials Depositing Agreement between WiCell Research Institute, Inc. (“WiCell”) and University, dated as of December 2, 2015 (the “Agreement”), WiCell and the University agreed upon the terms governing WiCell’s Distribution of certain Biomaterials provided by Researchers. In accordance with the terms of the Agreement, the University issues this Biomaterial Addendum to WiCell for the Biomaterial described herein. Capitalized terms used but not defined in this Biomaterial Addendum shall have the meanings given to them in the Agreement.

1. Confirmation. Researcher has reviewed the terms of the Agreement, and understands that the Agreement (including this Biomaterial Addendum, which is incorporated therein by reference) imposes certain responsibilities on the University and the Researcher relating to, and grants to WiCell certain rights with respect to, the Biomaterial and the Distribution thereof. By issuing this Biomaterial Addendum to WiCell, University agrees, and Researcher acknowledges, that the deposit of the Biomaterial with WiCell, and WiCell’s Distribution thereof, are subject to the University’s and the Researcher’s acknowledgements, representations, and obligations set forth in the Agreement and in this Biomaterial Addendum, and confirms that such deposit and Distribution can be performed in accordance with the terms of the Agreement and will not cause the University or Researcher to be in violation of any term thereof.
2. Authorization to Transfer Biomaterials. University, and Researcher to the extent Researcher owns or possesses any rights in the Biomaterial, hereby grant WiCell the right and authority necessary to directly transfer the Biomaterial to academic or non-profit research institutions. The Biomaterial covered by this Biomaterial Addendum may be amended from time to time as agreed upon by University and WiCell.
3. Description of Biomaterials/Deposit Form. The Description of Biomaterial attached to this Addendum as Exhibit A, and the information in the Deposit Form attached to this Addendum as Exhibit B, are true and correct in all materials respects.
4. Terms of Distribution. University hereby instructs WiCell to Distribute the Biomaterial in accordance with the terms of the Material Transfer Agreement (“MTA”) attached to this Addendum as Exhibit C. University represents and warrants that the MTA includes all provisions necessary to authorize WiCell to Distribute the Biomaterial in accordance with applicable laws and without violation of any third party rights. University agrees that WiCell shall not be required to communicate any further provisions on behalf of University or Researcher to Recipients governing the Distribution of the Biomaterial absent separate written agreement. University and/or Researcher agrees to promptly notify WiCell of any changes to the MTA applicable to the Biomaterial, so that WiCell may replace the MTA and Distribute the Biomaterial in accordance the most current version. University and/or Researcher agrees to immediately notify WiCell in writing of any information University or Researcher learns during the Term of the Agreement that suggests (a) the Biomaterial infringes or potentially infringes third party intellectual property or (b) that University otherwise does not have the right to transfer the Biomaterial to WiCell and Recipients and Recipient Scientists for the purposes set forth in the Agreement.
5. Informed Consent. For a Biomaterial that is human subjects-derived, University and Researcher confirm that (a) an Institutional Review Board or equivalent has reviewed and approved protocols associated with obtaining initial samples and derivation of Biomaterial, if applicable, and (b) the deposit of the Biomaterial in the WiCell cell bank, the terms of this Agreement, the terms of the Implementing Letter and MTA, and the subsequent distribution of Biomaterial for research purposes are consistent with the informed consent of the human subjects from whom the samples were derived.

**THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_

Richelle Martin

Assistant Director, Office of Industrial Partnerships

Acknowledged and Agreed to by:

**RESEARCHER**

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

Print name:

**Exhibit A to Addendum**

**Description of Biomaterial**

(Provide a Description of the Biomaterial, including any and all Reference Numbers, the names of all of the individuals involved in creating the Materials, scientific name)

Is the Biomaterial subject to any restrictions as a result of a third party Material Transfer Agreement?

☐ Yes ☐No

Has the Biomaterial been formally disclosed to WARF and/or is patent protection being pursued on the Biomaterial by WARF?

☐ Yes ☐ No

If the answer is “yes” to either of the above questions, please provide an explanation below (including any known applicable MTA numbers and/or WARF “P numbers”):

**Exhibit B to Addendum**

**Deposit Form**

[to be obtained from WiCell and provided to OIP with the Addendum and Exhibit A]

**Exhibit C to Addendum**

**MTA**

[to be created by OIP after receipt of Addendum and Exhibits A and B]