

College of Veterinary Medicine of Yangzhou University

48 East Wenhui Road, Yangzhou, Jiangsu 225009, China

Phone: +86 514 8799 1416

FAX: +86 514 8797 2591

MATERIAL TRANSFER AGREEMENT FOR TRANSFER OF THE MATERIAL
TO ACADEMIC, NON-PROFIT ORGANIZATIONS

In response to the Recipient's request for the Material pNDV/ZJ1GFP plasmid, the Provider (Yangzhou University, YZU) requires that the Recipient agree to accept the following terms before the Recipient receives the Material.

1. The Material shall be used to rescue the recombinant NDV/ZJ1GFP strain and modified NDV/ZJ1GFP strain from the requested cDNA clone for investigation of the NDV evolution and biology.
2. The Material shall remain the property of YZU and shall not be transferred to a third party without the written permission from YZU.
3. The Material shall not be used for commercial or profit making purpose.
4. The derivatives from this Material possess high risks to the poultry, and all the experiments with these derivatives must be carried out in the biosafety level 3 laboratory.
5. Recipient shall comply with all laws, regulations and/or guidelines applying to the use of the Material including proper disposal of the Material and assumes sole responsibility for any claims or liabilities which may arise as a result of the Recipient's possession or use of the Material.
6. Recipient shall provide YZU with any manuscript that describes the work with the Material prior to submission for publication and YZU will be acknowledged as co-author or otherwise, depending on the role the Material plays.
7. YZU gives no warranties or guarantees, expressed or implied, for the

Material including merchant ability or fitness for a particular purpose. Recipient shall not use the data directly from the Material to apply for patents or any other intellectual property right anywhere in the world.

8. If the parties hereto decide at some future date to engage in a cooperative research project or program using the Material a formal Cooperative Research and Development Agreement or other research Agreement must be negotiated and entered into between the parties. Such an Agreement shall supersede this Material Transfer Agreement.

Signature of Recipient Scientist:

Recipient Organization: The Pirbright Institute, Compton

Address: Newbury, Berkshire, Compton, RG20 7NN UK

Title of Authorized Official:

Signature of Authorized Official:

Date: