

MATERIAL TRANSFER AGREEMENT

This **Material Transfer Agreement** (this "Agreement"), dated as of _____, 2018 (the "Effective Date"), is entered into by and between the International Fibrodysplasia Ossificans Progressiva Association, having an address at 1520 Clay Street, Suite H2, North Kansas City, MO 64116 ("IFOPA") and _____, having an address at _____ ("RECIPIENT"). IFOPA and RECIPIENT are each a "Party" and, collectively, are the "Parties."

WHEREAS, IFOPA owns certain biological materials, including without limitation the conditional ALK2R206H FOP mouse model (the "Material");

WHEREAS, RECIPIENT has requested that IFOPA provide it with access to and permission to use the Material for the purpose of investigation and research into the causes and potential treatment for Fibrodysplasia Ossificans Progressiva ("FOP"), specifically _____ (the "Purpose");

WHEREAS, IFOPA has agreed to provide the Material to RECIPIENT on the condition that RECIPIENT comply with the terms and conditions set forth below and RECIPIENT has agreed to do so; and

WHEREAS, IFOPA requires that RECIPIENT designate an individual scientist that will be responsible for taking possession and supervising RECIPIENT's use of the Material in accordance with the terms and conditions of this Agreement ("RECIPIENT SCIENTIST"), and RECIPIENT has agreed to do so;

NOW, THEREFORE, IFOPA and RECIPIENT, intending to be legally bound, hereby agree to, and RECIPIENT SCIENTIST acknowledges, the following terms and conditions:

1. The Material is and will remain the property of IFOPA, and is made available as a service to the research community in furtherance of the Purpose.
2. The Material is not meant for, and will not be used, in human subjects.
3. The Material will not be distributed or made accessible to any individuals or entities that are not under RECIPIENT SCIENTIST's direct supervision and control without IFOPA's prior written consent. In the event any such individual or entity requests such access to the Material, RECIPIENT will refer that request to IFOPA. IFOPA may, at its sole discretion, then agree to make the Material available under a separate Material Transfer Agreement with that other individual or entity.
4. RECIPIENT will be responsible for, and hereby guarantees, RECIPIENT SCIENTIST's compliance with the terms and conditions of this Agreement.
5. RECIPIENT will acknowledge IFOPA as the source of the Material in any publications reporting RECIPIENT's use of the Material.
6. IFOPA is providing the Material at no cost to RECIPIENT. All shipping and veterinary testing expenses are to be paid by the RECIPIENT.

7. The Parties understand and acknowledge that any Material delivered pursuant to this Agreement is experimental in nature and may have hazardous properties. IFOPA MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY. Unless prohibited by law, RECIPIENT assumes all liability for any claims for damages against it by third parties that may arise from RECIPIENT's use, storage, or disposal of the Material except that, to the extent permitted by law, the damage is caused by the gross negligence or willful misconduct of IFOPA.
8. When using the Material, RECIPIENT will comply with all applicable statutes and regulations.
9. IFOPA, RECIPIENT, and RECIPIENT SCIENTIST must execute two copies of this Agreement and return one copy signed by all to IFOPA. Once IFOPA receives that executed copy, it will provide the Material to RECIPIENT and RECIPIENT SCIENTIST.
10. Each Party hereby represents and warrants that (a) it has full authority and power to enter into this Agreement and comply with the obligations set forth herein; and (b) the individual signing this Agreement on behalf of each Party is duly authorized to execute and bind that Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

IFOPA

[RECIPIENT]

By: _____

By: _____

Name:

Name:

Title:

Title:

CERTIFICATION OF RECIPIENT SCIENTIST: I have read and understood the terms and conditions set forth in this Agreement, and I agree to abide by them as a condition of receiving and using the Material.

By: _____

Name:

Title:

Date: