

MTA

Materials Out – Heartland Virus

UTMB:

Dr. S. Weaver

RECIPIENT:

Wuhan Institute of Virology

EXPORT CONTROL:

N/A

MATERIAL TRANSFER AND LIMITED USE AGREEMENT

The World Reference Center for Emerging Viruses and Arboviruses (“WRCEVA”), through the University of Texas Medical Branch at Galveston, d/b/a UTMB Health (“UTMB”), a health institution of The University of Texas System (“System”), an agency of the state of Texas, located at 301 University, Galveston, TX 77555-0926, is willing to transfer the requested materials to you on the following conditions.

The parties to this Agreement are Wuhan Institute of Virology, Chinese Academy of Sciences, hereinafter “RECIPIENT”, and UTMB. The research (as hereinafter defined) will be conducted by RECIPIENT under the supervision of Prof. Fei Deng, hereinafter “SCIENTIST”.

1. The Material that is covered by this Agreement includes Heartland virus MO-4 strain that will be provided by UTMB or received by RECIPIENT from UTMB, hereinafter “Material.” For the purpose of this Agreement, “Material” means any material or portion thereof shipped to the RECIPIENT by WRCEVA. For the purpose of this Agreement, “Replicates” means any biological or chemical material that represents a substantially unmodified copy of the Material. Replicates include but are not limited to material produced by growth of cells or microorganisms or amplification of Material. For the purpose of this Agreement, “Derivative” means material created from the Material that is substantially modified to have new properties. Derivative includes, but is not limited to, recombinant DNA clones made using a vector. UTMB shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purpose.
2. This Agreement applies to the use, handling, sale, distribution and any disposition of the Material, Replicates, and Derivatives.
3. Subject to the terms and conditions of this Agreement and any statutory, regulatory or other restriction imposed by law or any third party interest, the RECIPIENT may use the Material, Replicates, or Derivatives in any lawful manner for the purpose of scientific research.
4. RECIPIENT agrees that all of its SCIENTISTS who are involved in the Research, will have read the terms and conditions of this Agreement, and are obligated to abide by the terms and conditions of this Agreement as if each were a signatory hereto.
5. If a scientific disclosure or publication comes about, RECIPIENT agrees to acknowledge World Reference Center for Emerging Viruses and Arboviruses (WRCEVA), as academically and scientifically appropriate, based on provision of the Material or other direct contribution to the Research.
6. RECIPIENT represents that within their laboratory (i) access to the Material, Replicates or Derivatives will be restricted to personnel capable and qualified to safely handle the Material, Replicates, or Derivatives and (ii) RECIPIENT shall exercise the utmost care, taking into account

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the unique characteristics of the Material, to maintain and use the Material, Replicates, or Derivatives and appropriate precautions to minimize any risk of harm to persons and property and to safeguard them from theft or misuse. RECIPIENT agrees that Material or Replicates designated Class II, III, or IV constitute known pathogens and that other Material, not so designated or Derivatives may be pathogenic under certain conditions.

7. RECIPIENT represents, that all information provided to WRCEVA in connection with this request is true, correct and complete, including, without limitation, any information provided for use in obtaining any license, permit or other authorization with respect to orders hereunder or otherwise complying with applicable law and regulations. RECIPIENT agrees to comply with all restrictions on export from the United States and re-export from other countries set forth in the export license and any other permit or authorization required by law for the Material, Replicates, and Derivatives and/or any information provided therewith or derived there from, and are responsible for obtaining any re-export authorization before transferring the Material, Replicates, or Derivatives provided hereunder or derived therefrom to another country or national thereof. With respect to transfers of Material, Replicates, or Derivatives to destinations outside the United States, (i) RECIPIENT assumes all risk and responsibility in connection with complying with applicable US and foreign laws and regulations concerning the import, handling, transportation, storage, use, and misuse or other wrongdoing with respect to Material, Replicates or Derivatives and (ii) RECIPIENT has advised WRCEVA, when placing its order, of any foreign legal or regulatory requirements pertaining to the requested shipment to be implemented within the United States in connection with such shipment.

8. **THE RECIPIENT RECOGNIZES THE POTENTIAL HAZARD OF UTILIZING THE MATERIAL AND UNDERSTANDS THAT THE APPROPRIATE PRECAUTIONS TO MINIMIZE ANY HEALTH RISK BECOMES FULLY THE RECIPIENT'S RESPONSIBILITY. THE RECIPIENT ASSUMES ALL RISK AND RESPONSIBILITY IN CONNECTION WITH THE RECEIPT, HANDLING, STORAGE, DISPOSAL, USE AND ANY MISUSE OR OTHER WRONGDOING WITH RESPECT TO MATERIAL TRANSFERRED HEREUNDER, THE REPLICATES, AND ANY DERIVATIVES.** In no event shall UTMB, including the UT System, UT Regents, officers, agents, employees and contributors of materials, nor the US government be liable for any use by SCIENTIST or RECIPIENT of the Material or any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with RECIPIENT's breach of this Agreement or RECIPIENT's use, handling or storage, 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, unless such loss, claim, damage or liability results from the negligence of The University of Texas System, UTMB, their Regents, officers, agents and employees. Unless a US State or Federal agency, RECIPIENT agrees to indemnify and hold harmless The US Government, The University of Texas System, UTMB, their Regents, officers, agents and employees and the contributors of the Materials, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments

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against them arising out of the RECIPIENT's activities to be carried out pursuant to this Agreement and the use by RECIPIENT of the results obtained from Research.

9. **RECIPIENT ACKNOWLEDGES, AGREES AND REPRESENTS THAT THE MATERIAL IS NOT INTENDED FOR USE IN HUMANS, AND AGREES NOT TO CONDUCT RESEARCH IN HUMANS USING THE MATERIAL.**

10. The Material is experimental in nature and it is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR SAFETY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. UTMB MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

11. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of UTMB.

12. RECIPIENT may not use the name of UTMB, System or Board, or the US government without express written consent.

13. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

14. The following attachments are incorporated herein and made a part of this Agreement for all purposes:

- Attachment A - List of all requested Materials and proposed scope of Research
- Attachment B – list of all required permits to receive Materials and carry out Research.

By signing below the RECIPIENT hereby certifies that an appropriate plan is in place for managing all health and safety risks involved with receiving and handling the transferred Materials. The Authorized Official who cosigns must be someone who can legally bind your institution, such as a president, vice-president, dean, provost, or corporate officer. A department chairman cannot serve as a cosigner for this form. This agreement is effective as of the date of the last signature below:

RECIPIENT Organization: Wuhan Institute of Virology, Chinese Academy of Sciences

RECIPIENT Address:

Fei Deng,

Xiaohongshan No. 44, Wuchang, 430071

Wuhan, Hubei

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P.R. China

Materials will be shipped to the following address:

Xiaohongshan No. 44, Wuchang, 430071

Wuhan, Hubei

P.R. China

Shipping Contact: Fei Deng

Email: df@wh.iov.cn

Telephone: +86 27 87198465, +86 13871513663

Name of Authorized Official: Yanyi Wang

Title of Authorized Official: Deputy Director

Signature of Authorized Official: _____

Date: _____



2007.7.27

ACKNOWLEDGED BY:

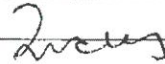
RECIPIENT Scientist Name: Fei Deng

RECIPIENT Scientist Signature: _____



Name of the RECIPIENT'S Biosafety/Compliance Officer: Zhengli Shi

Signature of RECIPIENT'S Biosafety/Compliance Officer: _____



The University of Texas Medical Branch

301 University Blvd., Galveston, TX 77555-0609

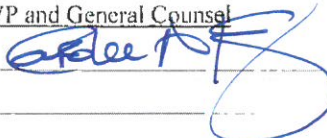
Name of Authorized Official: Carolee A. King, JD

Title of Authorized Official: Sr. VP and General Counsel

Signature of Authorized Official: _____

Date: _____

8/3/17



ACKNOWLEDGED BY:

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Content reviewed



UTMB Scientist: Scott Weaver

UTMB Scientist Signature:  _____

Name of the Biosafety/Compliance Officer: Anne-Sophie Brocard, Ph.D.

Signature of Biosafety/Compliance Officer:  _____

Attachment A

Materials Requested

1 strain of Heartland virus: the MO-4 strain

Product Format: lyophilized

Volume/quantity: 2ml

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Scope of Work

Please write in 500 words, or less, the Scope of Work

Emerging phleboviruses including Heartland virus (HRTV) together with its closely related severe fever and thrombocytopenia syndrome virus (SFTSV) discovered in East Asia have raised new concerns to the public health. Our work scope is mainly to develop strategies for the viral detection and to explore fundamental events and mechanisms at the interface of virus-cell interactions. The goal of the work is to promote the prevention and treatment of the emerging virus-caused diseases. The contents of our study mainly include virus culture in cell lines, virus titration, virus detection, cultured cell- or experimental animal model-based infection assays under the conditions of appropriate biosafety facilities. We will perform these studies in strict accordance with the terms and conditions of this Agreement.

Attachment B

Please list all required permits to receive Materials and carry out the Research.

1. Relative research funding with materials: The Special Basic Survey Project from The Ministry of Science and Technology China (2013-2018) "The Investigation of Viral Pathogens Carried by Important Natural Animal Hosts and Insect Vectors (2013FY113500)".
2. Laboratory accreditation certificate (BSL-3) authorized by China National Accreditation Service for Conformity Assessment: Registration No. CNAS BL0027.
3. Certificate of Bio-safety laboratory registration (BSL-2) authorized by Hubei province Health and Family Planning Commission: Registration No. II 01-05-018.