

Cell Line Release Authorisation for Research Use in Commercial Organisations

Release of this cell line for research use by commercial organisations requires the Depositor's permission. Therefore commercial organisations wishing to purchase this cell line for research use must **complete section one** of this form and send to the Culture Collections before the order can be processed. Please note that the Culture Collections [Standard Terms and Conditions](#) will apply.

See appendix 1 for name and catalogue numbers of the cell lines which require this form

Section 1 Customer	
PO/Order Number: <small>(Please enter your customer purchase order number, website reference or Culture Collections order number)</small>	
Cell Line Name:	Catalogue Number:
Name of requesting scientist:	Position:
Organisation:	
Address:	
Phone:	Email:
Intended use of cell line:	
Signed: <small>(requesting scientist)</small>	Date:

Culture Collections (contact details for the return of this form)	
Email:	culturecollections@ukhsa.gov.uk
Post:	Culture Collections, UK Health Security Agency (UKHSA), Porton Down, Salisbury, Wiltshire, SP4 0JG, UK

Internal use only Depositor / Technology Transfer Office			
Royal Free and University College Medical School, University College London Windeyer Institute of Medical Sciences, Department of Immunology & Molecular Pathology Windeyer Building, 46 Cleveland Street, London W1T 4JF			
Main Tel:	020 7679 9301	Fax:	020 7679 9301
Email:	mary.collins@ucl.ac.uk		

Section 2: Authorisation for Sale (Depositor / Technology Transfer Office)		
I agree to release this cell line to the customer named in section one for the intended use	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name:		
Signed:	Date:	

Once signed please return this form to the Culture Collections using the contact details in section one

Section 3: Authorisation for Sale (Culture Collections)	
Name:	
Signed:	Date:

Appendix 1

List of cell lines that require this form to authorise release for research use in commercial organisations

Cell Line Name	Catalogue Number
STAR-G+-HV#2	04072113
STAR-RDpro-HV#1	04072114
STAR-A-HV#2	04072115
STAR-G+	04072116
STAR-Rdpro	04072117
STAR-A	04072118
STAR	04072119
293TGPRT+R1-A	04072120
293TGPRT+R1	04072121
HT-STAR	04072122
HT-STAR-A	04072123

Appendix 2

Standard Terms and Conditions for Release of Materials

- 1 The Recipient shall keep the Materials secure at the Recipient's laboratory and ensure that no-one other than the Recipient and authorised co-workers have access to them. In this Agreement "the Materials" shall include any and all materials, documents and information that UCL may provide to the Recipient under or in connection with this Agreement, and any derivatives, portions, progeny or improvements.
- 2 The Recipient shall use the Materials only for the Research Programme and not for any commercial purpose or commercially-sponsored research, even if those purposes are being pursued in the Recipient's laboratory, without the prior written consent of OXB. The material shall not be administered to humans, companion animals or farm animals.
- 3 The Recipient shall not supply the Materials to any other party.
- 4 The Term may be extended with the written agreement of UCL. Permission to extend the term of this Agreement must be sought by the Recipient three (3) months before the expiry of the Term.
- 5 The Recipient shall acknowledge UCL as the source of the Materials in any publication which mentions them. The Recipient shall send UCL in confidence, any proposed publication or other public disclosure that describes work carried out and any results obtained hereunder using the Materials, no less than thirty (30) days prior to submission for publication. UCL and OXB shall have thirty (30) days in which to review such proposed publication and request that Recipient (i) remove UCL and OXB's confidential information from such publication; or (ii) request that Recipient delay publication for up to an additional sixty (60) days to allow UCL and OXB to obtain patent protection on its confidential information.
- 6 The Materials shall remain the property of OXB and shall be immediately returned to UCL (i) on termination of this Agreement, or (ii) in the event that the Recipient or Institution is in breach of any of the conditions of this Agreement, and (iii) at any other time on request of UCL. If UCL so dictates the Material should be destroyed under the circumstances that might arise under this Clause 6.
- 7 The Materials shall at all times remain the property of OXB and will not be removed from the Recipient's address. Except as specifically provided hereunder, no other licence under any OXB intellectual property is granted or implied by this Agreement.
- 8 In the event that the Recipient makes or observes any new discovery, improvement or invention ("Invention") relating to the Materials or as a direct result of the Research Programme then the Recipient or Institution will bring this to the attention of OXB in confidence. Recipient or Institution shall not obtain or seek to obtain patent protection on the Materials. All proprietary and intellectual property rights of whatever nature, including but not limited to patent rights, in and to the Materials shall be and remain the exclusive

property of OXB. Institution hereby grants OXB a non-exclusive license to make and use any invention solely for its internal research purposes. For Inventions made under this Agreement that constitute improvements or new uses of the Materials, Institution hereby grants OXB a perpetual, fully paid-up, non-exclusive license to use such Inventions for any purpose, including the right to sublicense. OXB will be solely responsible for licensing to third parties any such inventions subject to Institution's prior written consent. The sharing of any income received by OXB from such third party licenses shall be set forth in a separate agreement on terms to be negotiated in good faith by OXB and Institution. For inventions made under the Agreement that do not incorporate Materials or do not constitute a new use for the Materials, Institution grants to OXB an exclusive option to obtain an exclusive, royalty-bearing, sublicensable, worldwide license.

- 9 The Recipient shall use the Materials in accordance with good laboratory practice and the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the transportation, keeping or use of the Materials.
- 10 The Materials are supplied without cost but the Recipient shall reimburse UCL for any reasonable shipping and related costs that may be incurred when preparing and sending the Materials to the Recipient.
- 11 The Materials are experimental in nature and neither OXB nor UCL make any representation and give no warranty or undertaking, in relation to them. As examples, but without limiting the foregoing, OXB and UCL give no warranty:- (i) that use of the Materials will not infringe any patent, copyright, trade mark or other right owned by any third party; or (ii) that the Materials are of merchantable or satisfactory quality or fit for any particular purpose, have been developed with reasonable care and skill or tested, for the presence of pathogens or otherwise, or are viable, safe, or non-toxic.
- 12 Neither OXB nor UCL shall have any liability to the Institution, whether in contract, tort or otherwise, in relation to the supply of the Materials to the Recipient or their use or keeping by the Recipient or by any other person, or the consequences of their use, to the maximum extent permitted under applicable law. The Institution shall indemnify and hold harmless the Indemnified Parties from and against all Claims and Losses arising from such supply, use or keeping, including without limitation Claims and Losses arising from:- (i) injury to the Institution's employees and third parties; (ii) infringement of third party intellectual property rights; and (iii) use of the Materials within or outside the scope of this Agreement, except when caused by the gross negligence or wilful misconduct of OXB or UCL.
- 13 For the purposes of this Agreement:- (i) "Indemnified Parties" shall mean OXB and UCL and their directors, officers, employees, representatives and associated undertakings; (ii) "Claims" shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and (iii) "Losses" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 14 The Recipient and Institution agrees to be bound by this Agreement in consideration of UCL making the Materials available to the Recipient.
- 15 English law shall apply to this Agreement, and the English courts shall have exclusive jurisdiction