THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

OFFICE OF UNIVERSITY COUNSEL

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April 12, 2013

Edward Hammond
3103 Powell Circle
Austin, TX 78704
eh@pricklyresearch.com

VIA ELECTRONIC MAIL

Dear Mr. Hammond:

I write in response to your request for public records received January 25, 2013 (sent to Ralph Baric & Regina Stabile via electronic mail). Specifically, you requested "[a] complete copy of each incoming material transfer agreement for novel human coronavirus isolates and/or human medical specimens containing such viruses received by UNC Chapel Hill from 1 June 2012 to the present…[including] but…not limited to all MTAs for isolates or specimens of novel coronaviruses that were originally obtained or isolated in the UK, Netherlands, Qatar, Jordan, or Saudi Arabia, whether obtained directly from cooperators in those countries or through intermediate entities…[and] [a]ll the incoming MTAs for 'Saudi SARS,' hCoV-EMC, 'novel betacoronavirus' etc."

The enclosed documents are being provided to you in accordance with the North Carolina Public Records Act. If you have another public records request, you may reach me through the contact information provided in the letterhead above or via electronic mail sent to orth@email.unc.edu.

Sincerely,

Zach J. Orth, J.D.
Public Records Specialist

ZJO/dqa

Enclosure

cc: Regina Stabile, Public Records Officer

MATERIAL TRANSFER AGREEMENT

Effective Date: 03/October/2012

PARTIES:

1. **The University of North Carolina at Chapel Hill,** with registered offices at 222 East Cameron Ave, 308 Bynum Hall, CB#4105, Chapel Hill, NC 27599-4105, hereby lawfully represented by the Associate University Counsel in his/her capacity of authorized signatory (hereinafter referred to as: "**RECIPIENT**");

and

2. **Erasmus *University* Medical Center Rotterdam**, an institution organized in accordance with public law of the Netherlands (article 1.13,2 WHW), with principal place of business at 's-Gravendijkwal 230, 3015 CE Rotterdam, The Netherlands, acting exclusively for and on behalf of its Department of Viroscience Lab, hereinafter referred to as "**PROVIDER**", lawfully represented by the Head of the Department of Viroscience Lab,

HAVE AGREED AS FOLLOWS

1. Definitions

1.1 **MATERIAL**: One ampule New human coronavirus isolate Human betacoronavirus 2c EMC/2012, including any progeny and unmodified derivative, clones, subunits and/or products expressed by the MATERIAL or fractions thereof.

1.2 **MODIFICATIONS**: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

1.3 **COMMERCIAL PURPOSES**: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

2. Terms and Conditions of this AGREEMENT

2.1 The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated here: NA. However, RECIPIENT shall provider a courier account to arrange for shipping and charges thereof and shall arrange all necessary permits to receive the MATERIAL at its sole expenses].

2.2 The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS and any inventions made by RECIPIENT that ***directly*** relate to the MATERIAL. In the event an invention made by the RECIPIENT ***directly*** related to the MATERIAL, while ownership vest in PROVIDER, RECIPIENT retains the right to use such inventions for internal non-commercial research and teaching purposes only..

2.3 The RECIPIENT retains ownership of any other invention made through the use of the MATERIAL:

2.4 The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

a) is to be used solely for non-commercial research purposes as set out in Annex I (Research), attached to this AGREEMENT;

b) will not be used in human subjects or for diagnostic purposes involving human subjects without first obtaining all necessary approvals by the relevant authorities.

c) is to be used only at the RECIPIENT organization and only in the RECIPIENT scientist's laboratory under the direction of the RECIPIENT scientist or others working under his/her direct supervision; and

d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.

2.5 The RECIPIENT and the RECIPIENT scientist agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT scientist's direct supervision. To the extent supplies are available; the PROVIDER agrees to make the MATERIAL available, under a separate agreement having terms consistent with the terms of this AGREEMENT, to other scientists at non-commercial entities for non-commercial research purposes; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

2.6 The RECIPIENT and/or the RECIPIENT scientist shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not MODIFICATIONS.

2.7 Under a separate agreement at least as protective of the PROVIDER's rights in this AGREEMENT, the RECIPIENT may distribute MODIFICATIONS to other non-commercial entities for non-commercial research and/or teaching purposes only.

2.8 Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT scientist may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights under 2.3 of this Agreement.

2.9 The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this AGREEMENT, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

2.10 If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others.

2.11 The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS.

2.12 Any MATERIAL delivered pursuant to this AGREEMENT is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

2.13 RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

2.14 This AGREEMENT shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees:

a) to provide appropriate acknowledgment of the use of and the source of the MATERIAL in all publications;

b) to promptly communicate in writing all results, data and developments resulting from the use of the MATERIAL by RECIPIENT (**"RESULTS"**) to PROVIDER while preparing a prospective publication. PROVIDER may request delay in publication for a reasonable period (not exceeding ninety (90) days in any case) in order to protect intellectual property affecting the MATERIAL. Upon publication, PROVIDER shall be free to use these RESULTS for its own academic research, including further publications provided that no disclosure shall be made of any confidential information of RECIPIENT to any third party

2.15 Paragraphs 2.2, 2.9, 2.12, 2.14, 3.13 and 2.18 shall survive termination.

2.16 The term of this AGREEMENT is as of the EFFECTIVE DATE and until Research has been completed or RECIPIENT's scientist is no longer at the RECIPIENT institution. At the end of such Research, this AGREEMENT shall automatically terminate and RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL.

2.17 This AGREEMENT shall be construed and governed in accordance with the laws of the Netherlands. Any and all disputes arising from or in connection with this AGREEMENT that can not be settled amicably by and between the parties hereto, shall be subject to the exclusive jurisdiction of the courts having competence in any such matter at Rotterdam, the Netherlands..

2.18 This AGREEMENT is the entire agreement of the Parties relating to the use of the MATERIAL and may not be modified, assigned or transferred (in whole or in part) by RECIPIENT without the written consent of an authorized representative of PROVIDER. The Parties agree that exchanged signatures by PDF document shall be deemed as original

The University of North Carolina at Chapel Hill

Signature:

Wm. Fletcher Fairey
Associate University Counsel

Erasmus *University* Medical Center Rotterdam,
Department of ViroScience Lab

Signature:

Erasmus MC
University Medical Center Rotterdam

Name:		Name:	
Function:	OFFICE OF TECHNOLOGY DEVELOPMENT	Function:	Head of the Viroscience LabDepartment
Place:	Campus Box #4105, 308 Bynum Hall The University of North Carolina at Chapel Hill	Place:	Rotterdam
Date:	Chapel Hill, North Carolina 27599-4105 10/16/12	Date:	

For acknowledgement of the investigators/scientists (not a signatory to this AGREEMENT):

Signature:		Signature:	N/A
Name:		Name:	
Function:	RECIPIENT SCIENTIST	Function:	PROVIDER SCIENTIST
Place:	UNC-Chapel Hill	Place:	Rotterdam
Date:	10/3/2012	Date:	

ANNEX I: DESCRIPTION RESEARCH/PROTOCOL

Please insert a description that is more specific and that can be defined expecting completion within reasonable period of time (4 to 5 year max.).Note that the term of the agreement has been link to this description, as such the project as proposed is too general to allow definition.

We seek to understand the viral determinants of this novel coronavirus that cause disease, We plan to study virus pathogenic outcomes in young and aged mouse models, various knockout mice and perhaps in the Collaborative Cross Mouse Resource.