APPENDIX I

INTELLECTUAL PROPERTY RIGHTS, USE RESTRICTIONS, AND LIMITED LICENSE FOR IPSCS FROM NCRAD

This Appendix I is effective as of the date of the last signature below and is subject to the terms and conditions of the MASTER MATERIAL TRANSFER AGREEMENT OF MATERIALS FROM NCRAD between the Trustees of Indiana University and the Recipient Institution, with an Effective Date of _____ (hereinafter "Master Agreement From NCRAD").

The parties agree as follows:

1. OWNERSHIP: IU grants Recipient Investigator a limited, non-transferable license to use the IU hiPSCs solely for Recipient Investigator's internal life science research purposes in accordance with the terms of the IU Master Material Transfer Agreement under which the IU hiPSCs were delivered to Recipient Investigator and subject to the use restrictions in subsection 2 of this Appendix I and any applicable third party license restrictions or requirements included in subsection 3 of this Appendix I. No other license or right, express or implied, in or to the IU hiPSCs or the methods used to create them or any intellectual property owned by or licensed to IU including the intellectual property embodied in the IU hiPSCs is conveyed by the delivery of the IU hiPSCs or the parties' performance under such IU Master Material Transfer Agreement. Recipient Investigator is solely responsible for obtaining any licenses it may require for Recipient Investigator's specific research use(s) of the IU hiPSCs. Neither IU nor NCRAD makes any warranty or representation as to the validity, scope, or enforceability of the patents owned by or licensed to IU or NCRAD.

2. USE RESTRICTIONS: Recipient Investigator may differentiate the IU hiPSCs using publicly available or its own or licensed differentiation methods. No right to make, have made, offer to sell, or sell the IU hiPSCs is implied by the sale or delivery of the IU hiPSCs. Recipient Investigator shall not reverse engineer the IU hiPSCs.

The IU hiPSCs, and any cell directly or indirectly derived or made from the IU hiPSCs, must be used in accordance will all applicable laws and any applicable institutional review board protocol. Recipient Investigator shall not use the IU hiPSCs, or any cell directly or indirectly derived or made from the IU hiPSCs, in humans, in clinical trials, for diagnostic purposes involving human subjects, or for any therapeutic purposes. Recipient Investigator shall not use the IU hiPSCs, or any cell directly or indirectly derived or made from the IU hiPSCs, directly or indirectly to derive or make any human gamete or gamete precursor cell. The IU hiPSCs, and any cell directly or indirectly derived or made from the IU hiPSCs, may not be used for services for any third party; nor may they be used in the manufacture of any products. Recipient Investigator shall not deposit IU hiPSCs, or any cell directly or indirectly derived or made from the IU hiPSCs, into any biorepository or any other entity that intends to distribute the IU hiPSCs, or any cell directly or indirectly derived or made from the IU hiPSCs.

3. ADDITIONAL TERMS: IU to indicate any additional relevant terms described by Recipient indicated during transfer of samples to NCRAD. [Indicate "N/A" when not applicable.]

Signatures on the following page

READ AND ACKNOWLEDGED

Recipient Investigator	NCRAD Investigator
By:_____	By:_____
Name:	Name:
Title:	Title:
Date:	Date: