

Request for Wisconsin Materials

PHS

Institution Contact Information

Institution Researcher (Principal Investigator)

Name: _____

Name: _____

Email Address: _____

E-mail Address _____

Phone Number: _____

Phone Number: _____

Mailing Address: _____

SHIPPING INFORMATION:

NOTE: There are two shipping charges. We do not ship using dry ice; we use a vapor shipper which must be returned to WiCell. Instructions for returning via FedEx will be inside the vapor shipper.

FedEx Account # _____

The following is a check-list for submitting requests for Wisconsin materials to the Wisconsin International Stem Cell Bank (“WISC Bank”) operated by the WiCell Research Institute (“WiCell”).

- Create an account on the WiCell web site (www.wicell.org) if you do not already have one, and submit an online request for the cell line(s) you are requesting now.

Simple Letter Agreement (SLA) Complete one SLA Agreement – see instructions below regarding signatures and executed agreements.

- Fill in your Order Reference Number(s) received from the WiCell online order or order confirmation e-mail.
- Fill in the name of your institution.
- Fill in the name of the provider (WiCell or other authorized provider).
- Fill in the name of the Institution Researcher (the (PI) principal investigator)
- Fill in a descriptive research title. If you list “differentiation of stem cells,” please indicate what you will be differentiating to.
- Have the Institution Researcher (principal investigator) sign where indicated.
- Have an authorized institution official sign for the institution; this person should be from the institution’s technology transfer office or legal department.
- The handwritten signed agreement can be scanned and remitted in PDF form for processing and execution.
- We are unable to accept digital signatures. The signatures must be handwritten - please use blue ink to sign the agreement if you are remitting a scanned document in PDF form.**
- The PDF agreement should be remitted to info@wicell.org for processing and execution.**
- If mailing – remit one original SLA with handwritten signatures to the address below:

Mailing address:

US Mail:

WiCell Research Institute
Contracts Administrator
PO Box 7365
Madison, WI 53707-7365

Express Mail:

WiCell Research Institute
Contracts Administrator
614 Walnut St.
Madison, WI 53726 USA

If your request is approved by WiCell, a PDF copy of the fully-executed SLA will be e-mailed to you and the institution contact.

The on-line WISC Bank request created by you will be updated when WiCell receives your agreements and a status e-mail will be sent to you. Additional status e-mails are sent throughout the processing and shipping phases. Please direct any questions regarding the SLA to the WiCell Contracts Administrator at info@wicell.org. Thank you.

Order Reference No. _____

Agreement No. _____

Appendix A

Simple Letter Agreement 09042012 NIH

INSTITUTION: _____

RECIPIENT: _____

PROVIDER: _____
(WiCell or Name of Authorized Provider)

Wisconsin Materials Requested:

WA01 (H1), Provider Scientist, James A. Thomson, University of Wisconsin – Madison
WA07 (H7), Provider Scientist, James A. Thomson, University of Wisconsin – Madison
WA09 (H9), Provider Scientist, James A. Thomson, University of Wisconsin – Madison
WA13 (H13), Provider Scientist, James A. Thomson, University of Wisconsin – Madison
WA14 (H14), Provider Scientist, James A. Thomson, University of Wisconsin – Madison
WA15, Provider Scientist, James A. Thomson, University of Wisconsin – Madison
WA16, Provider Scientist, James A. Thomson, University of Wisconsin – Madison
WA17, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute
WA18, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute
WA19, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute
WA20, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute
WA21, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute
WA22, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute
WA23, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute
WA24, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute
WA25, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute
WA26, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute
WA27, Provider Scientist, Jeffrey M. Jones, WiCell Research Institute

Wisconsin Materials - Modified Cell Line(s) Requested:

H1 OCT4-EGFP, Provider Scientist, James A. Thomson, University of Wisconsin – Madison
H9 Cre-LoxP, Provider Scientist, Su-Chun Zhang, University of Wisconsin – Madison
H9 inGFPPhES, Provider Scientist, Su-Chun Zhang, University of Wisconsin – Madison
H9 Syn-GFP, Provider Scientist, Su-Chun Zhang, University of Wisconsin Madison
H9 hNanog-pGZ, Provider Scientist, Tim Kamp, University of Wisconsin – Madison
H9 hOct4-pGZ, Provider Scientist, Tim Kamp, University of Wisconsin – Madison
h9-hTnnTZ-pGZ-D2, Provider Scientist, Tim Kamp, University of Wisconsin – Madison

RESEARCH PROGRAM TITLE: _____

This Simple Letter Agreement (SLA) dated and effective _____, _____, is between the above-named Institution and Recipient, a researcher employed by the Institution, and WiCell Research Institute, Inc. (“WiCell”), a Wisconsin nonprofit corporation having an address at 614 Walnut Street, 13th floor, Madison, Wisconsin 53726. The terms and conditions of this SLA are consistent with the terms and conditions in the Memorandum of Understanding between WiCell and the Public Health Service dated February 15, 2008, as amended and restated on November 2, 2012.

1. It is WiCell’s understanding that the Recipient desires to obtain samples of the Cell Line(s) listed above (hereinafter referred to as “Wisconsin Materials”) for use as part of research to be conducted in Recipient’s laboratory at Institution. Wisconsin Material also includes any unmodified and undifferentiated progeny or Unmodified Derivatives (as used herein Unmodified Derivatives mean substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Wisconsin Material including but not limited to: subclones of unmodified cell lines, purified or fractionated subsets of the Wisconsin Material, or proteins expressed by DNA/RNA supplied by WiCell). As used herein, the Wisconsin Material shall further include any Wisconsin Material to the extent contained or incorporated, whether in whole or in part, in any Modifications to Wisconsin Materials created by Institution Researchers. As used herein, a “Modification to Wisconsin Material” shall mean substances resulting from Institution Researcher’s use of Wisconsin Material which contain or incorporate in whole or in part the Wisconsin Material, but only if such substances remain a pluripotent stem cell. Institution shall retain ownership of the substances it incorporates into the Modifications to Wisconsin Material and WiCell shall own the Wisconsin Material contained in the Modifications to Wisconsin Material. Institution may transfer Modifications to Wisconsin Material to other academic and Government researchers for educational and non-commercial research purposes, subject to the provisions stated herein. Any and all use of the Wisconsin Material and Modifications to Wisconsin Material must be in compliance with all applicable statutes, regulations, Institutional Review Board decisions and consistent with applicable guidelines (including the NAS Guidelines).
2. Institution and Recipient agree that the research conducted by the Institution Researchers will exclude:
 - (a) mixing of Wisconsin Materials or Modifications to Wisconsin Materials with an intact embryo, either human or non-human;
 - (b) implanting Wisconsin Materials or Modifications to Wisconsin Materials or products of the Wisconsin Materials or Modifications to Wisconsin Materials in a uterus;
 - (c) attempting to make whole embryos with Wisconsin Materials or Modifications to Wisconsin Materials by any method; or
 - (d) using Wisconsin Materials or Modifications to Wisconsin Materials for therapeutic or commercial purposes (as further defined at Article 7 below), including the performance of services (including diagnostic services) for consideration or the production or manufacture of products for sale or distribution.
3. Recipient agrees that WiCell will send an annual notice reminding them of the restrictions noted above in paragraph 2.
4. Wisconsin Materials are the property of WiCell and are being made available to Institution and Recipient as a service by WiCell. Ownership of all Wisconsin Materials shall remain with WiCell, regardless of whether such Wisconsin Materials are received from WiCell or an authorized third party. Any Wisconsin Materials provided hereunder will be returned to WiCell or destroyed upon a material breach of any terms of this Simple Letter Agreement or the MOU.
5. Recipient agrees to communicate to WiCell all publications and/or research results made public by Recipient based on research using the Wisconsin Materials. In addition, any reports, publications, or other disclosure of results obtained with the Wisconsin Materials will acknowledge WiCell as the original source of the Wisconsin Materials and, in the event that the Wisconsin Materials were received from an authorized third party, the conditions in which such Wisconsin Materials were maintained prior to their transfer.
6. PHS shall have the right to transfer, but not to distribute, the Wisconsin Materials and Modifications to Wisconsin Materials to third parties (both for-profit and non-profit) for the purpose of validating scientific data, provided that:

- (a) WiCell provides written confirmation that the receiving third party has entered into and executed a Simple Letter Agreement relating to the Wisconsin Materials or Modifications to Wisconsin Materials to be transferred. Such confirmation shall not be unreasonably withheld and will be provided promptly and within five (5) business days (if practicable) and the receiving third party has paid a transfer fee (if applicable);
- (b) The transfer of the Wisconsin Materials or Modifications to Wisconsin Materials shall be made for no economic consideration (i.e., commercial grant back rights, ownership interest in inventions created by the Recipient, or royalties from the Recipient due to the commercialization of inventions created using the Wisconsin Material or Modifications to Wisconsin Materials);
- (c) The transfer of the Wisconsin Materials or Modifications to Wisconsin Materials shall be subject to the terms of this Agreement and the Simple Letter Agreement between WiCell and the receiving third party; and
- (d) PHS and/or its contractors provide written notice to the receiving party that the Wisconsin Materials or Modifications to Wisconsin Materials are not being provided by or on behalf of WiCell and have been maintained by PHS and/or the contractor in conditions which may not be consistent with those utilized by WiCell.

- 7. The Parties recognize that Wisconsin Materials or Modifications to the Wisconsin Materials and Wisconsin Patent Rights may be used in research by PHS in collaboration with for-profit institutions, such as under a Cooperative Research and Development Agreement (CRADA), without the need for the for-profit institution to license the Wisconsin Patent Rights or rights to the Wisconsin Materials or Modifications to the Wisconsin Materials when only the PHS is using the Wisconsin Patent Rights and Wisconsin Materials or Modifications to the Wisconsin Materials in a direct manner with the collaborative research project.
- 8. Certain Wisconsin Materials contain material from sources that may require additional terms and conditions that will apply to the particular Wisconsin Materials (“Ancillary Agreements”). Upon requesting such Wisconsin Materials by PHS, WiCell will provide the Ancillary Agreements for PHS’s review and evaluation. The Parties understand that WiCell does not have the authority to modify or negotiate the Ancillary Agreements.

The Institution and Recipient must sign two copies of this Simple Letter Agreement as designated below and either (1) return both signed copies to WiCell, or (2) send to WiCell a PDF with an original signature of this Simple Letter Agreement, along with any fees if applicable, before the Wisconsin Materials may be provided to the Recipient.

Institution:

WiCell Research Institute, Inc.:

By: _____

By: _____

Erik J. Forsberg, Executive Director

Name: _____

Date: _____

Title: _____

Date: _____

Signing as Read and Understood the terms of this Simple Letter Agreement:

Recipient: _____

Name: _____

Date: _____