

The University of North Carolina at Chapel Hill

MLI Tissue Procurement and Cell Culture Core Facility
Marsico Lung Institute/CF Research & Treatment Center
125 Mason Farm Road
Room 1119 Marsico Hall, CB #7248
Chapel Hill, NC 27599-7248

Recharge Core Agreement

Client Name: _____ Client Contact: _____

Client Email: _____ Client Phone: _____

Client Address: _____

Send Invoice to: (if different from above): _____

Not to Exceed Cost: _____ Start Date: _____ End Date: _____

Client PO Number: _____

Description of Services: Specialized services related to provision of human primary lung cells and custom media in accordance with Exhibit A attached hereto

Terms and Conditions

1) Services. The University of North Carolina at Chapel Hill (“University”) possesses expertise and related technologies and equipment through its MLI Tissue Procurement and Cell Culture Core Facility (“Facility”). Client has instructed Facility to undertake the specific services described above (the “Services”). In consideration of Client’s payment to the Facility in accordance with the terms stated herein, the Facility shall perform the Services. Should the Services provided under this Agreement include the provision of human tissue or samples by University, Client agrees to use said human tissue or samples only for internal research and development purposes and shall not commercialize the human tissue or samples provided. In addition, Client certifies it has all necessary rights to provide Facility with any human samples to be used for the Services to be provided hereunder, and Client further agrees not to transfer said human tissue or samples to any third party without Facility’s express written permission.

2) Reports. Facility shall provide Client with a report regarding the data obtained in the course of the Services. The report shall be maintained as confidential pursuant to Section 3 below. Client recognizes that the results of the Services which do not disclose Confidential Information provided hereunder may be deemed publishable by University, and that the University employees engaged in the Services shall be free to publish these results, consistent with the obligations imposed in Section 3 of this Agreement.

3) Confidentiality. Any confidential or proprietary information disclosed by Client to University (“Confidential Information”) shall be disclosed in writing and designated as confidential and/or proprietary, or if disclosed orally, shall be confirmed in writing and designated confidential and/or proprietary within thirty (30) days of such disclosure. University shall use the Confidential Information only for the purpose of this Agreement and further agrees that it will not disclose or publish such Confidential Information except that the foregoing restrictions shall not apply to: (a) Confidential Information which is or becomes publicly known through no breach of this agreement by University; (b) Confidential Information learned from a third party entitled to disclose such information; (c) Confidential Information already known to or developed by University prior to receipt hereunder, or information independently developed at any time by University personnel not privy to the Confidential Information, as shown by University’s written records; or (d) Confidential Information required to be disclosed by operation of law (including, but not limited to, the North Carolina Public Records Act) or court order. The obligation of confidentiality imposed by this Section shall expire three (3) years following the expiration or termination of this Agreement. University will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized, or mistaken disclosure or use by its employees of Confidential Information. For avoidance of doubt, data, information, results, materials, or products of the Services shall be considered Confidential Information for the purposes of this Agreement.

4) Intellectual Property. It is not anticipated that intellectual property will arise in University's performance of the Services. However, in the event of an invention by at least one employee of University the intellectual property shall be owned as follows: a) Inventions which involve the use of, composition of, or improvement to Client-provided materials or information, or a derivative, analogue thereof shall belong to Client; and b) Inventions which cover a scientific or analytical measurement process, technique, procedure, medium, device or other process which is not unique to characterizing, testing, or fabricating Client's proprietary materials or does not derive from Client-provided materials or Client's Confidential Information shall be owned by University.

5) Publicity. Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.

6) Termination. Either party may terminate this Agreement upon prior written notice to the other party. All reasonable costs and non-cancelable obligations incurred by University at the time of said termination shall be reimbursed by Client. At the request of Client, all unused Client-provided materials at the time of termination shall either be returned to Client or destroyed by University at the Client's expense.

7) Independent Contractor. In the performance of the Services, University shall be deemed to be and shall be an independent contractor.

8) No Warranties and Indemnity. University makes no warranties, express or implied, regarding the quality of product produced under this Agreement. University shall use its reasonable efforts to perform the Services. University does not warrant or guarantee any results from a given project. University shall not be liable for Client's use of the report or other information provided by University. To the extent permitted by law, Client shall indemnify and hold harmless University against any claims and costs (including attorney's fees) arising out of Client's commercial sale or distribution of products or processes developed under this Agreement.

9) Export Control. University will not accept export-controlled materials or technical information under this Agreement. Client hereby represents and warrants that materials and technical information provided to University do not require any license from the U.S. government before being exported.

10) Hazardous Materials. All materials provided by Client must be accompanied by the appropriate environmental and safety information for those materials as required by law.

11) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

12) Payment Terms. Net 45 days upon receipt of invoice. Checks shall be made payable to: University of North Carolina at Chapel Hill and sent to:

UNC Chapel Hill
MLI Tissue Procurement and Cell Culture Core Facility
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Tax ID 56-600-1393

13) Entire Agreement. This Agreement contains the entire agreement between the parties respecting the subject matter and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Agreement. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

By Authorized Official of
The University of North Carolina at Chapel Hill

By Authorized Official of Client

By: _____

By: _____

Name: Diane Koltz

Name: _____

Title: Senior Contracting Officer for UNC Chapel Hill

Title: _____

Date: _____

Date: _____



MARSICO LUNG INSTITUTE

Exhibit A-

External Pricing

TISSUE PROCUREMENT AND CELL CULTURE CORE

CULTURE MEDIA	
Product and Description	Price
BEGM MEDIUM -Bronchial epithelial growth media for expansion of cells on plastic	\$375/Liter
ALI MEDIUM -Air-Liquid-Interface media for differentiation of cells on porous supports	\$375/Liter
VALI MEDIUM -Vertex-ALI for differentiation of cells on porous supports (Contains Ultrosor G)	\$550/Liter
HUMAN BRONCHIAL EPITHELIAL (HBE) CELLS	
Product and Description	Price
Normal HBE Cells -No history of prior chronic lung disease, smoker or non-smoker	\$900/Million
Diseased HBE Cells -History of prior chronic lung disease-(COPD, asthma)	\$900/Million
Cystic Fibrosis HBE Cells	\$2225/Million
<ul style="list-style-type: none"> • Homozygous severe CFTR mutation-(F508del/F508del) • Heterozygous F508del/second severe CFTR mutation-(F508del/Other) • Non F508del CFTR mutations—(Other CF/Other CF) 	
<ul style="list-style-type: none"> • Conditionally Reprogrammed Cells—Any CF mutations 	\$2448/Million
OTHER HUMAN LUNG CELLS	
Product and Description	Price
Microvascular Cells -Normal or Diseased Lung Microvascular Endothelial cells	\$900/Million
Fibroblasts Cells -Normal or Diseased Lung Fibroblast cells	\$900/Million
NASAL EPITHELIAL CELLS	
Normal Nasal Epithelial Cells -Limited supply-please inquire	\$1000/Million
WELL-DIFFERENTIATED CELL CULTURES	
Product and Description	Price
Normal HBE Cells Cultures -Normal passage 2 or 3 bronchial epithelial cells, cultured in ALI medium on collagen coated porous 10-12 mm membrane (age of maturity~ four weeks) Non-smoker or smoker cells available.	\$140/Membrane
Normal HBE Cells Cultures -Normal passage 2 or 3 bronchial epithelial cells, cultured in ALI medium on collagen coated porous 24 mm membrane (age of maturity~ four weeks) Non-smoker or smoker cells available.	\$280/Membrane
Diseased HBE Cells Cultures -Diseased passage 2 or 3 bronchial epithelial cells, cultured in ALI medium on collagen coated porous 10-12 mm membrane (age of maturity~ four weeks) COPD or Asthma HBE cells. Check availability.	\$140/Membrane
TRAINING	
Product and Description	Price
MLI CORE TRAINING – Daily rate for receiving MLI Tissue Core training on basic Core techniques and protocols.	\$250/day/person