

**Recipient
Simple Letter Agreement
(Mount Sinai) Core Laboratory**

RECIPIENT/PRINCIPAL INVESTIGATOR: _____

Location of Recipient’s Lab: _____

PROVIDER: _____ **CELL LINE:** _____
(WiCell, Mount Sinai Core Laboratory or other Authorized Provider) (One Cell Line per SLA)

RESEARCH PROGRAM TITLE: _____

(Must be a complete and accurate title)

This Simple Letter Agreement (“SLA”) dated and effective _____, _____, is between the above Recipient, a researcher employed by Mount Sinai, and the WiCell Research Institute, Inc. (“WiCell”), a Wisconsin nonprofit corporation having an address at 614 Walnut Street, Madison, Wisconsin 53726.

It is WiCell’s understanding that Recipient desires to obtain samples of the Cell Line listed above (hereinafter referred to, along with any progeny and any unmodified or modified versions thereof, but only with respect to any material of the Cell Line included in such modified versions, as the “Wisconsin Materials”) for use as part of the research described above to be conducted in Recipient’s laboratory at either Mount Sinai. In accordance with the terms and conditions of the Memorandum of Understanding between WiCell and Mount Sinai dated 10/17/2008 (the “MOU”), which is incorporated herein by reference, Recipient hereby agrees and acknowledges the following:

1. Recipient hereby agrees that he or she has read and acknowledges the terms and conditions of the MOU, and agrees to be bound by its terms and conditions. Specifically, Recipient acknowledges and agrees that the research conducted by Recipient will not include:
 - (a) mixing of Wisconsin Materials with an intact embryo, either human or non-human;
 - (b) implanting Wisconsin Materials or products of the Wisconsin Materials in a uterus;
 - (c) attempting to make whole embryos with Wisconsin Materials by any method; or
 - (d) using Wisconsin Materials for therapeutic or commercial purposes, including the performance of services (including diagnostic services) for consideration or the production or manufacture of products for sale or distribution.
2. Recipient agrees that on or before June 1 of each year in which this Simple Letter Agreement is in effect, he or she will submit to Mount Sinai a signed Recipient Annual Certification Statement, confirming his or her compliance with the above restrictions.
3. Recipient agrees that if he or she leaves the employ of Mount Sinai he or she shall provide Mount Sinai, prior to leaving Mount Sinai, one of the following statements: a statement indicating that the Wisconsin Materials have been destroyed; a statement indicating that the Wisconsin Materials have been transferred to another researcher employed by Mount Sinai (including the name of said researcher); or a statement indicating that Recipient has taken the Wisconsin Materials to his or her new lab at another institution (including the name of said institution).
4. Wisconsin Materials are the property of WiCell and are being made available to Mount Sinai and Recipient as a service by WiCell. Ownership of all Wisconsin Materials (as defined above) 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, at WiCell’s direction, upon a material breach of any terms of this SLA or the MOU.
5. Recipient agrees to communicate to WiCell all publications and/or research results made public by Recipient, which are based on research using the Wisconsin Materials. In addition, any reports, publications, or other disclosures 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 the Mount Sinai Core Laboratory or an authorized third party, the conditions in which such Wisconsin Materials were maintained prior to their transfer.

Please sign two copies of this SLA and return both signed copies to the Mount Sinai Core Laboratory supervisor. **RECIPIENT IS NOT ENTITLED TO RECEIVE ANY WISCONSIN MATERIALS UNTIL WICELL SIGNS AND RETURNS THIS SLA TO THE Mount Sinai CORE LABORATORY SUPERVISOR.**

Recipient/Principal Investigator:

Mount Sinai:

WiCell Research Institute:

signature

signature

Erik Forsberg, Executive Director

Name: _____

Name: _____

Date: _____

Date: _____

Date: _____

**Recipient
ANNUAL CERTIFICATION**

_____ **(Mount Sinai) Core Laboratory**

Annual Certification of Recipient/Principal Investigator:

I have read and understood the terms and conditions outlined in the Simple Letter Agreement and the Memorandum of Understanding between WiCell and Mount Sinai, and I agree to abide by such terms and conditions regarding the receipt and use of the Wisconsin Materials. I further certify that the research that I am engaged in, and have been engaged in, does not include any of following:

- (a) mixing of Wisconsin Materials with an intact embryo, either human or non-human;
- (b) implanting Wisconsin Materials or products of the Wisconsin Materials in a uterus;
- (c) attempting to make whole embryos with Wisconsin Materials by any method; or
- (d) using Wisconsin Materials for any therapeutic or commercial purpose, including the performance of services (including diagnostic services) for consideration or the production or manufacture of products for sale or distribution.

Recipient/Principal Investigator: _____
Signature *Date*

Printed Name: _____

Please return this Annual Certification to the Mount Sinai Core Laboratory coordinator by June 1.