

Date: Thu, 07 Apr 2005 11:00:17 -0600
From: Dr. Bill Kournikakis <bill.kournikakis@drdc-rddc.gc.ca>
To: Matthew S. Meselson <msm@wjh.harvard.edu>
Subject: Re: MTA for BG Spores

At 09:22 AM 4/6/2005, you wrote:

>I leave here on Monday morning for three weeks in Europe so if the faxed
>copies come after that, there will be some delay in my signing them. That
>doesn't matter much, as we cannot do the EM until I get back.

My section head is away this week so let's do the reverse. Print out two copies and sign them, fax one to me and mail the two originals. I'll have them signed here and one of the originals will be waiting for you when you get back from Europe. Let me know when you are back and I'll arrange for the shipping.

Enjoy your trip!

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MATERIAL TRANSFER AGREEMENT

THIS AGREEMENT DATED, effective on the date of the last signature affixed thereon,

IS AN AGREEMENT made under the laws of the Province of Alberta, Canada

THE PARTIES ARE HER MAJESTY THE QUEEN in right of Canada, represented herein by the Minister of National Defence, (hereinafter referred to as "**The Minister**")

AND Harvard University, Cambridge, MA USA (hereinafter referred to as "**The University**").

Whereas Dr. Bill Kournikakis (DRDC Suffield) and Dr. Matthew Meselson (Harvard University) have proposed a project to examine *Bacillus globigii* spores by scanning and transmission electron microscopy (hereinafter referred to as "**The Project**"). The spores to be examined are from the same lot used to carry out anthrax letter studies at DRDC Suffield since 2001.

AND Whereas The Project requires the transfer of certain proprietary materials of The Minister to The University. The University has requested and the Minister has agreed to transfer these materials directly to The University.

In consideration of the respective obligations of the Parties (The University and The Minister) under the Project and in order to protect these proprietary materials, which the Minister intends to supply to The University's Recipient Scientist, identified below, the Parties agree as follows:

1. The Minister will provide to The University for the use by Dr. Matthew Meselson (hereinafter called "Recipient Scientist") of The University, samples of *Bacillus globigii* spores (hereinafter called the "Material")
2. The Material includes, in addition to said sample, any material derived from said sample that is substantially based on said sample and incorporates an essential element of said sample and related information received by the Recipient Scientist from The Minister.
3. This Material will not be used, transferred, distributed, released or disclosed by The Recipient Scientist or The University to any other person, except to those individuals working under the Recipient Scientist or his/her successors' direct supervision in The University. It will be used only in facilities located at The University and will not be taken to any other location, unless specifically prescribed in The Project or by prior written permission obtained from The Minister. If the Material includes information supplied by The Minister, the above restrictions on disclosure shall not apply to information which:

- a. is in the Recipient Scientist's or The University's possession before receipt thereof under this Agreement, as evidenced by written records; or
 - b. is disclosed or provided to the Recipient Scientist or The University by a third party who has a right to make such disclosure; or
 - c. is or becomes part of the public domain through no fault of the Recipient Scientist or The University.
4. The Material will be used within the confines of The Project only.
 5. The Minister would appreciate being kept informed regarding the results obtained with the Material, and also receiving copies of publications that disclose said results. However, in no event must any publication imply endorsement of any product or process by the Minister.
 6. The Material is experimental in nature, and the Minister makes no expressed or implied warranties of merchantability or fitness of the Material for a particular purpose. Furthermore, the Minister makes no representation that the use of the Material is not infringing or will not infringe any patents or proprietary rights or third parties.
 7. The Recipient Scientist and The University and save harmless Her Majesty, Her officers, servants, agents, employees, and members of Her Canadian Forces from and against all claims, demands, costs, expenses, damages and injuries in any manner based upon, arising out of or connected with the material supplied.
 8. The Material shall be used in compliance with all applicable laws, regulations, and guidelines.
 9. This Agreement shall be governed and interpreted in accordance with the law in the Province of Alberta, Canada.

SIGNED on behalf of Her Majesty the Queen in right of Canada and the MINISTER OF NATIONAL DEFENCE:

Dr Les Nagata, Head/Chemical and Biological
Defence Section

Date

SIGNED by or on behalf of the University

Matthew Meselson
Authorized Representative

6 April, 2005
Date

Professor