

Note: This Addendum could be used by the non-CAVD member to revise his/her institutional MTA for transfer from a third party to a CAVD Member.

Addendum to Material Transfer Agreement

This Addendum dated _____ between _____ (PROVIDER) and _____ (RECIPIENT) is intended to facilitate the transfer of MATERIALS (as defined herein) from PROVIDER to RECIPIENT (the PARTIES or individually a PARTY). This Addendum serves to amend the terms and conditions of the attached Material Transfer Agreement (Agreement) dated _____ and controls wherever there is a dispute or inconsistency between terms of the Agreement and this Addendum.

The PARTIES acknowledge that RECIPIENT is a member of the Collaboration for AIDS Vaccine Discovery (CAVD), a Bill & Melinda Gates Foundation-funded consortia bringing together diverse scientific expertise dedicated to discovering, designing, standardizing, and testing a safe and effective HIV vaccine that will be made accessible to people most in need within developing countries. The CAVD is committed to the proposition that rapid data and material exchange within and among the CAVD consortia, and dissemination of CAVD findings and materials to the greater scientific community, will greatly advance the development of a safe and effective HIV vaccine and help assure access to CAVD discoveries, data and vaccines for the benefit of people most in need within the developing world. Towards this end the CAVD has developed an inter-consortia Data and Material Sharing Agreement (DMSA). The DMSA includes terms and conditions to assure that potentially valuable intellectual property rights that could promote the Global Access Objective (as defined herein) are not compromised while establishing guidelines that facilitate the rapid and widespread sharing of data and other vaccine-related scientific information with the broader scientific community. The CAVD Global Access Objective comprises two commitments: (i) the prompt dissemination of new scientific information within the CAVD, across the Global HIV Vaccine Enterprise, and with the broader scientific community, and (ii) facilitating the accessibility of future HIV vaccines to people most in need within the developing world (GLOBAL ACCESS OBJECTIVE).

PROVIDER acknowledges that RECIPIENT is a member of the CAVD and that the MATERIALS being transferred by this MTA are subject to the GLOBAL ACCESS OBJECTIVES and will be used for purposes consistent therewith. Further, PROVIDER grants RECIPIENT a license to use the MATERIALS to the extent necessary to achieve the CAVD's GLOBAL ACCESS OBJECTIVES, as well as in a manner that is consistent with the terms of the DMSA. Specifically, at minimum PROVIDER agrees to grant RECIPIENT any necessary non-exclusive licenses or other rights to use the MATERIALS for developing, testing, making, using, or selling (or otherwise distributing) an HIV vaccine for use in the developing world.