BCH Core Services Agreement

This core services agreement (“Agreement”) is entered into as of the date of the last authorized party to execute (“Effective Date”) and is between The Children’s Hospital Corporation d/b/a Boston Children’s Hospital, having a place of business at 300 Longwood Avenue, Boston, Massachusetts 02115 (“BCH”), and Institute XXX., having a place of business at {please insert} (“Institute”).

1. **Facilities:** BCH has established a Viral Core under the direction of Zhigang He (“VIRAL CORE”). BCH investigator Zhigang He (“Principal Investigator”) on behalf of the VIRAL CORE and BCH agrees to provide the services to Institute as further described in Exhibit 1 (“Services”) attached and incorporated herein to commence promptly after the Effective Date and to be performed in accordance with any applicable protocols, any reasonable written instructions from Institute, this Agreement, and all applicable laws and research standards. The VIRAL CORE may provide services to the BCH research community and other third parties and this Agreement only applies with respect to Services provided by VIRAL CORE under Exhibit 1 and does not apply to any other core, research or clinical laboratory of BCH.

2. **Materials:** Institute shall supply the VIRAL CORE with sufficient quantities of Institute’s materials, samples and reagents to be used for the performance of the scope of work detailed in Exhibit 1 (“Materials”). Institute represents and warrants to BCH that Institute has the right and authority to provide Institute’s Materials to BCH and the VIRAL CORE for the performance of the Services. Institute must deliver Materials, as described in Exhibit 1, in order for the VIRAL CORE to perform the Services. Institute shall be solely responsible for compliance with all applicable laws and requirements in regard to delivery and shipment of all Materials, and shall bear the risk of loss of such Materials at all times. The VIRAL CORE will use such Materials solely for the purpose of performing the Service. None of such Materials will be transferred or sold to third parties by the VIRAL CORE.

3. **Billing:** Institute will be charged the price set forth in Exhibit 1 for the performance of the Services by the VIRAL CORE (“Costs”) and Institute shall pay to BCH the amount set forth therein within thirty (30) days receipt of an invoice from BCH. Payments and billing inquiries should be directed to: Amy Weinberg, Boston Children’s Hospital, CLS 12063, 300 Longwood Avenue, Boston, MA 02115.

4. **Work Product:** BCH owns and shall remain the sole owner of all of its equipment, assays, methodologies and any improvements thereof that is related to the VIRAL CORE’s functions used in the performance of the Services (“BCH IP”). All information, data, reports, inventions and other deliverables, created or developed in VIRAL CORE’s performance of the Services (“Work Product”) other than BCH IP, are and shall be the sole and exclusive property of Institute, and BCH hereby assigns (and shall use reasonable efforts to cause its employees and agents to assign) all rights to such Work Product to Institute.

5. **Publication of Service Results:** Institute shall identify and acknowledge the receipt of the Services of the VIRAL CORE in any publication of Institute’s research disclosing the Work Product, unless the VIRAL CORE requests otherwise. Individuals who are co-authors by virtue of scientific collaboration may be so factually identified.

6. **Disclaimer of Warranties:** BCH MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT, WITH RESPECT TO ANY MATTER WITHIN THE SCOPE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO THE WORK PRODUCT, INFORMATION AND/OR DATA PROVIDED TO INSTITUTE HEREUNDER, AND HEREBY DISCLAIMS THE SAME.

7. **Indemnification:** Institute shall indemnify and hold harmless BCH and its trustees, officers, employees, agents, and staff (the "Indemnitees") against any and all costs and liabilities, including without limitation reasonable attorneys' fees and costs, in any action or proceeding resulting from Institute’s practice and/or use of the Work Product.

 8. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all proposals, representations, negotiations, agreements and other communications between the Parties, whether written or oral, with respect to the subject matter hereof.

9. **Term/Termination:** This Agreement begins on the Effective Date and automatically expires upon completion of the Services unless terminated as provided herein. Either party may terminate this Agreement for convenience, with such termination to take effect thirty (30) days after written notice of termination is delivered to the other party. In the event of termination, Institute shall pay to BCH the pro rata costs for the performance of the Services up to the effective date of termination.

10. **Miscellaneous:** This Agreement may be amended only by written consent of both parties. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. If any court of competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, exclusive of conflict or choice-of-law rules and any court actions shall be venued in Boston, Massachusetts. This Agreement may be executed in counterparts. Any Services performed by BCH for Institute under this Agreement are to be performed by BCH in BCH’s capacity as an independent contractor. Neither BCH nor its employees, agents or representatives are employees of Institute. BCH retains the sole right to hire, discipline, evaluate and terminate its own employees and to set their hours, wages and terms and conditions of employment in accordance with law and BCH’s obligations herein.

11. **Representations:** Each party represents that it has the corporate power and authority and the legal right to enter into this Agreement, that this Agreement has been duly executed and delivered on its behalf, and that it constitutes a legal, valid, binding obligation, enforceable against the party in accordance with its terms.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date last signed below by its authorized signatory.

**{Institute Name} The Children’s Hospital Corporation**

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By: By: August Cervini

Title: Title: Vice President, Research Administration

Date: Date:

**Acknowledged by**:

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Dr. Zhigang He

Director – VIRAL CORE -Boston Children’s Hospital

Date:

 **Exhibit 1**

 **Services and Costs**

* BCH Viral Core provide pre-made AAV stocks and custom-made AAV preps. For a custom-made AAV prep, Institute XXX will need to provide at least 150ug verified plasmid.
* BCH core charges $250 for 100ul pre-made AAV stocks and $1000 for one custom-made AAV prep.
* AAVs provided by BCH Viral Core should have genomic titers between e+12gc/ml~e+14gc/ml. For custommade AAV preps, the final volume of AAVs should be between 250ul~500ul. The AAV preps are good for in vivo applications.
* BCH Viral Core turnaround time is within 8 weeks.