

MATERIALS TRANSFER AGREEMENT _PRIVATE_
COVERING THE PROVISION OF THE R1 MOUSE EMBRYONIC STEM CELL LINE

This document constitutes an agreement between Mount Sinai Hospital ("MSH") and The Regents of the University of Michigan ("Institution") for the distribution of the R1 mouse embryonic stem cell line to scientists at Institution who agree to be bound by the terms of this Agreement ("Recipient Scientist").

MSH is pleased to be able to provide research materials produced in the laboratories of Dr Janet Rossant and Dr John Roder subject to the following terms and conditions:

1. The material that is covered in this Agreement includes:
 - a) a mouse embryonic stem cell line designated R1, including all parts and progeny thereof;
 - b) unmodified derivatives thereof created by Recipient Scientist or Institution. An unmodified derivative shall mean substances which constitute an important functional part, sub-unit or manifestation of the Material such as sub-clones of a cell line, complements, expression or transcription products.

The material described above (hereinafter referred to as the "Material") is the property of MSH and is being provided as a service to the academic research community.

It is recognized that modifications of the Material may be produced under this Agreement such as mutant or variant cell lines and mice derived therefrom which contain both the proprietary Material of MSH and materials proprietary to the Recipient Scientist, Institution or third parties ("Modifications"). Modifications shall be owned by Institution; however, it is understood and agreed that MSH retains sole ownership of the Material contained therein. Modifications will remain under the control of the Recipient Scientist and Institution; however, their use shall be governed by this Agreement.

Institution shall pay MSH a handling fee of \$100 US plus shipping costs for each aliquot of the Material provided to Institution. At the request of Institution, MSH shall provide aliquots of the Material in such quantities as the MSH deems at its sole discretion that it is able to provide under the terms specified herein.

2. The Material and Modifications will be used only for academic, non-commercial research purposes by Recipient Scientists at Institution who agree to be bound by the terms of this Agreement and are signatory to the form of agreement appended hereto as Schedule A or by individuals working under the direct supervision of a Recipient Scientist at Institution, who are aware of and agree to be bound by the terms of this agreement. Neither the Material nor Modifications will be used for any research sponsored by or otherwise conducted for the benefit of any for-profit organization without the express written consent of MSH, such permission not to be unreasonably withheld. It is agreed and understood that such permission shall be subject to the execution of a royalty-bearing license agreement with the for-profit organization for MSH's rights in the Material and/or Modification.

3. The Material will not be distributed to any other parties or taken to another institution without the express written consent of MSH.

4. NEITHER THE MATERIAL NOR MODIFICATIONS MAY BE USED IN RESEARCH, DIAGNOSIS OR TREATMENT INVOLVING HUMAN SUBJECTS. Research using the Material, Modifications or Derivatives of the Material will be carried out under appropriate containment conditions and in accordance with all applicable local, state and federal laws, rules and regulations.
5. The contribution of Dr Andras Nagy, Reka Nagy and Dr Wanda Abramow-Newerly will be acknowledged in accordance with scientific custom in all published or oral communications arising directly from research using the Materials.
6. Upon request, Recipient Scientist agrees to inform Drs W. Abramow-Newerly, A. Nagy, J. Roder or J. Rossant about the results of the research using the Material.
7. If the research using the Material results in a commercially useful Modification or a commercially useful product or process employing either the Material or a Modification, Institution will promptly so notify MSH. MSH agrees to give due consideration to a request for a non-exclusive, royalty-bearing license to its property rights in the Material to enable such commercial use.
8. THE MATERIAL IS EXPERIMENTAL IN NATURE AND IS PROVIDED WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY EXPRESS OR IMPLIED. MOUNT SINAI MSH MAKES NO REPRESENTATION THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS.

To the extent permitted by law, Recipient Scientist and Institution shall assume all liability for any loss, claim or damages which may arise from their use, storage or disposal of the Material. MSH shall not be liable to Recipient Scientist or Institution for any loss, claim or demand made by Recipient Scientist or Institution, or made against Recipient Scientist or Institution by any other party, due to or arising from the use, storage or disposal of the Material by the recipient Scientist or Institution.

ACKNOWLEDGEMENT BY RECIPIENT SCIENTIST

This document serves to supplement the Materials Transfer Agreement Covering the Provision of the R1 Mouse Embryonic Stem Cell Line (the "R1-MTA") executed between Mount Sinai Hospital and the Regents of the University of Michigan ("Institution"). The undersigned investigator (the "Recipient Scientist") and Institution hereby acknowledge and agree that:

- a) the Recipient Scientist has received a copy of the R1-MTA,
- b) the Recipient Scientist has read and understood the R1-MTA;
- c) the Recipient Scientist agrees to be bound by the terms of the R1-MTA through their employment obligations to Institution; and
- d) the Recipient Scientist shall be responsible for handling and shipping costs associated with this transfer unless Mount Sinai Hospital expressly waives such charges.

Upon execution of this Agreement, Mount Sinai Hospital grants permission for the Recipient Scientist to obtain the R1 cell line from the transgenic facility at Institution and to use the cell line subject to the terms and conditions set out in the R1-MTA.

One copy of this Agreement should be forwarded to the administrative contact for Mount Sinai Hospital with a copy retained by each of the Recipient Scientist and the appropriate administrative contact for Institution.

Accepted and agreed as of the date of signature on behalf of the Recipient Scientist as set forth below:

Recipient Scientist:

Name: _____ (printed)

Signature: _____

Date: _____

Approved by Institution:

Name: _____ (printed)

Signature: _____

Date: _____