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| **Department of Biosciences and Nutrition**Center for Nutrition and Toxicology (CNT)Rune Toftgårdrune.toftgard@biosci.ki.se |  |

**To Whom It May Concern:**

Further to your recent request, we are pleased to inform you that the Karolinska Institutet, Sweden (KI) represented by **Dr. Rune Toftgård** will release to **please insert name here** (the “Principal Investigator”) an employee of the **please insert Institute name here** (the “Institute”), the materials described in the Schedule to this letter (the “Materials”) subject to the Institute’s acceptance of the following terms and conditions set out below.

1. Definitions

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| 1.1 “Invention” | means any new and useful composition of matter, process, product of a process, or any new and useful improvement thereof (including without limitation, any potential human or animal therapeutic or diagnostic product) whether patentable or not, which is conceived and reduced to practice solely or jointly by the Principal Investigator or any other employee of or person acting on behalf of, the Institute in the performance of the Purpose (as defined below) that necessarily use or necessarily incorporate the Materials. Without limiting the foregoing, the discovery, identification, selection, characterization of any gene or gene fragment, or homologue or orthologue thereof from any organism, including but not limited to a mouse, that is directly related to the **Sufu** gene or any protein that the **Sufu** gene expresses or is regulated by the **Sufu** gene or **Sufu** protein shall be deemed to constitute an Invention. |
| 1.2 “Progeny” | means mice, including successive generations thereof, that have one or more of the mice provided as Materials as an ancestor. |
| 1.3 “Research  Field” | means use by the Principal Investigator and other employees of the Institute under the Principal Investigator’s direct supervision at the Institute, solely for the purposes of conducting non-commercial research as set out in the Schedule attached to this letter (the “Purpose”). The Research Field excludes (i) any research where a Third Party acquires or is granted any right to acquire rights in any intellectual property generated through that research; (ii) the development of a library of mouse embryonic stem cells. |
| 1.4 “Third Party” | means any entity other than KI or the Institute. |

2. The Principal Investigator and the Institute jointly and severally agree that:

 2.1 the Materials shall be used solely for the non-commercial research purposes set out in the Schedule attached to this letter (the “Purpose”) and shall not be used other than in the Research Field,

 2.2 both the Principal Investigator and the Institute shall abide by all relevant governmental regulations governing the use of the Materials and comply with all local regulations concerning experiments carried out in animals. The Principal Investigator and the Institute hereby indemnify KI against any loss, claim, damage and any other liability, of whatever kind or nature, which may arise from or in connection with the use, handling, shipment or storage of the Materials by the Principal Investigator or the Institute. The Material provided is experimental in nature, and it is provided AS IS, WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. PROVIDER MAKES NO REPRESENTATION AND PROVIDES NO WARRANT THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT,

2.3 both the Principal Investigator and the Institute shall take all necessary steps to ensure the safe keeping of the Materials and not allow them to become available, or make them available, to any persons other than those engaged in non-commercial research under the direct supervision of the Principal Investigator and located at the Institute,

2.4 neither the Principal Investigator nor the Institute shall release any Materials nor disclose any confidential information provided by KI relating to the Materials to any Third Party without the prior consent of KI,

 2.5 both the Principal Investigator and the Institute shall ensure that those persons under the direct supervision of the Principal Investigator to whom the Materials are made available are made aware of the obligations in relation to the Materials set out in this letter,

 2.6 should either the Principal Investigator or the Institute become aware that the Materials have fallen into the possession of a third party, or that they are being used for commercial purposes, he/she or it shall promptly notify KI and provide KI with full particulars thereof,

2.7 should either the Principal Investigator or the Institute be approached by a commercial third party expressing an interest in the Materials, the Principal Investigator or the Institute as the case may be shall direct their enquiry’s to KI or its agent as directed by KI and promptly notify KI or its agent as directed by KI of the name of that third party and the nature of their interest,

2.8 both the Principal Investigator and the Institute acknowledge that all rights in the Materials and Progeny vest absolutely in the KI;

2.9 the Institute shall inform KI in confidence if it intends to file a patent application or commercially exploit any Invention and agrees to negotiate in good faith an agreement with KI to the share of any Inventions that shall belong to the Institute and future revenues for the exploitation of the Invention;

KI have the right to request the transfer of any Material or Progeny to KI at any time.

3. License

3.1 KI grants a non-exclusive, non-commercial license, with no right to grant sub-licenses, subject to the terms and conditions of this agreement for use of the Materials in the Research Field.

4. Confidentiality

4.1 Any information provided to either the Principal Investigator or the Institute by an employee of KI relating to the Materials shall at all times be treated in confidence and shall only be disclosed to those persons under your supervision who need to know, provided always that those persons are informed of and shall be made aware of the confidential nature of that information.

5. Inventions and Ownership

5.1. The Institute shall inform KI in confidence as soon as possible of any and all Inventions that arise. If the Institute wishes to exploit commercially any Invention, it agrees to negotiate in good faith an agreement with KI to share any revenue thereby arising.

5.2. The Institute shall notify KI as soon as any Invention has been made and shall provide KI with a confidential copy of the patent application relating to the Invention thirty (30) days prior to filing for review.

6. Publication

6.1. Any proposed publication which names the Principal Investigator or any other employees of the Institute as an author and which includes experiments or results obtained from the use of the Materials shall be sent in confidence to **Rune Toftgård** or another appointed representative of KI at KI thirty (30) days prior to submission for publishing.

7. Delivery of the Materials

7.1. Upon receipt of a signed copy of this agreement the Materials requested will be prepared for release and the Principal Investigator will be informed when they are ready for collection. The Principal Investigator shall arrange for collection of the Materials using a suitable carrier, having arranged the required shipping documentation and insurance at the Institute’s cost.

7.2. The Materials shall be deemed the responsibility of the Principal Investigator as soon as they have left KI.

8. The terms of this agreement shall be governed by Swedish law and any differences or disputes in relation to it shall be subject to the non-exclusive jurisdiction of the Swedish courts.

9. If you are willing to receive the Materials subject to the aforementioned terms and conditions would you please sign both copies of this letter, returning one copy to us for our retention. On receipt of the signed letter we shall be pleased to arrange for the release of the Materials to you.

10. Yours sincerely,

 Rune Toftgård, Professor

 Karolinska Institutet

 Department of Biosciences and Nutrition

 Novum

 SE-141 57 Huddinge

 Sweden

11. Principal Investigator

Read and understood:

Signed by the Principal Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Confirmation of Acceptance:

Signed by an authorized signatory ofthe Institute:
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 Institute address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Schedule**

### The Materials

Genetically modified mice harbouring a disrupted Sufu gene locus

(Sufu+/-, Sufu-/- mice)

## Purpose for use of the Materials

The purpose of the studies performed at please insert the name of the Institute here is to please insert the purpose of the experiments here. The Materials shall not be used for other purposes without written permission from KI.