

MATERIAL TRANSFER AGREEMENT

This material transfer agreement is made this ... day of by and between Flanders Interuniversity Institute for Biotechnology, vzw, a non-profit organisation with registered office at Rijvisschestraat 120, B-9052 Zwijnaarde, Belgium (hereinafter "VIB") and Recipient (Coordinates of Recipient can be found on p 3/4)

WITNESSETH :

Whereas VIB owns the material described in Exhibit 1 (hereinafter "Material"),

Whereas Recipient wants to obtain Material for use in the research project described in Exhibit 2 (hereinafter "Research"),

Whereas VIB is prepared to supply Recipient with Material under the terms and conditions as set forth hereinafter,

VIB and Recipient agree as follows :

1. VIB shall supply the Material to Recipient as soon as possible after the conclusion of this material transfer agreement.
2. VIB shall remain the sole owner of the Material.
3. Recipient shall utilise the Material only to conduct the Research. Nothing in this Material Transfer Agreement shall be deemed to grant Recipient any rights under any intellectual property rights owned or controlled by VIB, nor any rights to use the Material for purposes other than to conduct the Research.
4. Recipient shall not transmit by any means whatsoever all or part of the Material to any third party without the prior and written consent of VIB.
5. Recipient undertakes to limit access to the Material to those of its employees who have a need to know to execute the Research. Recipient undertakes to have any of its personnel involved in the Research comply with the provisions of this agreement.
6. Recipient shall keep confidential any or all of the information received and relating to the Material to any other party, unless VIB has given its prior and written consent.
7. VIB does not warrant that the use of the Material does not or will not infringe any patent. VIB is under no obligation to obtain or provide licenses that may be required for the use of the Material by the Recipient.

8. Recipient shall supply VIB a written report about any and all results, inventions, know-how and other rights related to the Material or its use, which are conceived or reduced to practice by Recipient during the Research ("Developments").
9. Ownership of Developments will be negotiated in good faith between Recipient and VIB, hereto depending upon the parties relative contribution to the Developments and any applicable law and regulations relating to inventorship.
10. Recipient grants to VIB an irrevocable royalty-free non-exclusive license to use such Developments for VIB's internal research purposes and will negotiate in good faith, based on each party's relative contribution, including the relative contribution of the Material to the creation of the Developments, the sharing of revenues derived from the licensing, sale, or commercialisation of any such Developments.
11. Recipient will have the right to publish and disclose the results of the Research. In order to balance this with VIB's proprietary interests, Recipient will submit the intended disclosure (e.g. a manuscript, abstract, patent application, poster, ...) to VIB for review at least thirty (30) days prior to the scheduled disclosure date. VIB may within this 30 day period request Recipient, in writing, to delete any reference to VIB's confidential information and/or to delay the intended disclosure for a maximum of an additional ninety (90) days. Recipient agrees to provide appropriate acknowledgement of the source of the Material in all publications and presentations based on the use of the Material.
12. Recipient will use the Material in compliance with all laws and regulations both nationally and internationally, including regulations for work with recombinant material. The material is experimental in nature, and is provided by VIB with no warranties, express or implied, including any warranty of merchantability, title, or fitness for a particular use. Recipient will indemnify VIB and hold VIB harmless from any claims or liabilities which might arise as a result of Recipient's use of the Material.

Any Material remaining upon completion of the Research shall be returned to VIB or be destroyed.
13. This Material Transfer Agreement will be governed and interpreted in accordance with the Belgian law.

To confirm agreement with the above terms, please have an authorised representative sign and date the agreement below. The signature of the investigator is optional.

Please return both originals to Karine Clauwaert, VIB, Rijvisschestraat 120 - box 1, B - 9052 Zwijnaarde, Belgium. We will return one fully executed agreement to Recipient. Please indicate in your accompanying letter the responsible person (with address) to whom we have to send the Material.

Accepted by :

RECIPIENT

- Authorised representative

Name : _____
Title : _____
Institute/Company : _____
Department : _____
Address : _____
Signature : _____
Date : _____

- Investigator

Name : _____
Title : _____
Institute/Company : _____
Department : _____
Address : _____
Signature : _____
Date : _____

VIB

- Authorised representative

Name : Rudy Dekeyser
Title : vice general director
Institute/Company : VIB
Address : Rijvisschestraat 120
9052 Zwijnaarde
Belgium
Signature : _____
Date : _____

- Investigator

Name : _____
Title : _____
Institute/Company : _____
Department : _____
Address : _____
Signature : _____
Date : _____

Exhibit 1

The materials that are covered under this agreement include :

PARL KO mouse

which together with any parts or sub-units, descendants, progeny, mutants, mutations or other derivatives thereof are referred to as the "Material".

Exhibit 2 : Research

Recipient shall use the Material: