MATERIAL TRANSFER AGREEMENT

between

Dr. Nati Hernando/Prof. Carsten A Wagner

The University of Zurich_____
Institute of Physiology
Winterthurerstrasse 190
CH-8057 (SWITZERLAND)

(hereinafter referred to as UNIVERSITY)

and

.....

(hereinafter referred to as RECIPIENT)

Preamble

UNIVERSITY has developed Original Material in the course of academic research.

RECIPIENT wishes to conduct non-commercial research with Original Material.

UNIVERSITY is willing to provide the Original Material to RECIPIENT under the following terms and conditions:

1. Definitions:

   "Recipient's Scientist" is .....

   „Original Material" shall mean the following biological material(s):

   B6;129-Slc34a3tm1.1Nhch/Ph mice
   Short name: Slc34a3tm1Her

   as described in

   Renal-specific and inducible depletion of NaPi-IIc/Slc34a3, the cotransporter mutated in HHRH, does not affect phosphate or calcium homeostasis in mice. Komuraiah Myakala, Sarah Motta, Heini Murer, Carsten A Wagner, Robert Koesters, Jürg Biber, Nati Hernando. Am J Physiol Renal Physiol. 2014 Apr 15;306(8): F833-43.doi: 10.1152/ajprenal.00133.2013.

   "MATERIAL" shall mean Original Material and Progeny and Unmodified Derivatives thereof.

   "Progeny" shall mean unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

   "Unmodified Derivatives" shall mean substances created by RECIPIENT which constitute an unmodified functional subunit or product expressed by the Original Material.

   "Modifications" shall mean substances created by RECIPIENT which contain/incorporate the MATERIAL.

2. The MATERIAL is the property of UNIVERSITY and is to be used by RECIPIENT solely for non-commercial research purposes at RECIPIENT's institution and only under the direction of the Recipient's Scientist. The research to be conducted by Recipient's Scientist is restricted to the project described in Attachment A. The MATERIAL will not be used in human subjects or in clinical trials involving human subjects without the written permission of UNIVERSITY.

3. The Recipient's Scientist agrees not to transfer the MATERIAL to anyone who does not work under his or her direct supervision at RECIPIENT's institution without the prior written consent of UNIVERSITY.

4. (a) RECIPIENT shall have the right, without restriction, to distribute substances created by RECIPIENT through the use of the MATERIAL only if those substances are not Progeny, Unmodified Derivatives, or Modifications.

   (b) Upon notice to UNIVERSITY and under an agreement at least as protective of UNIVERSITY's rights as this Material Transfer Agreement, RECIPIENT may distribute Modifications to non-profit or governmental organizations for research purposes only.

5. (a) UNIVERSITY retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in Modifications.

   (b) RECIPIENT retains ownership of: (i) Modifications (except that, UNIVERSITY retains ownership rights to the MATERIAL included therein) and (ii) those substances created through the use of the MATERIAL or Modifications, but which are not Progeny, Unmodified Derivatives or Modifications.

6. (a) Except as expressly provided in this Agreement, no rights are provided to RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of UNIVERSITY. In particular, no rights are provided to use the MATERIAL or Modifications and any related patents of UNIVERSITY for profit making or commercial purposes, such as sale of the MATERIAL or Modifications, use in manufacturing, provision of a service to a third party in exchange for consideration, or use in research or consulting for a for profit entity under which that entity obtains rights to research results.

   (b) If RECIPIENT desires to use the MATERIAL or Modifications for such profit-making or commercial purposes, RECIPIENT agrees, in advance of such use, to negotiate in good faith with UNIVERSITY to establish the terms of a commercial license. It is understood by RECIPIENT that UNIVERSITY shall have no obligation to grant such a license to RECIPIENT, and may grant exclusive or non exclusive commercial licenses to others.

7. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

8. Except to the extent prohibited by law, RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIAL. UNIVERSITY will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the MATERIAL by RECIPIENT, except when caused by the gross negligence or willful misconduct of UNIVERSITY.

9. Recipient's Scientist agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications and agrees to send UNIVERSITY a copy of any such publications at the time of submission for publication.

10. RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations including, for example, those relating to research involving the use of animals or recombinant DNA.

11. The Research using the MATERIAL shall last not longer than three (3) years, unless the agreement is formally extended. It is the responsibility of the RECIPIENT to seek such a prolongation. In the event RECIPIENT is not using and does not intend to use the MATERIAL or as soon as the Research will be concluded or this agreement will expire or be terminated for what reason ever, the RECIPIENT is obliged to return to UNIVERSITY,

if possible, or to destroy with required care, all MATERIAL. The RECIPIENT, at its discretion, will also either destroy the Modifications or remain bound by the terms of this agreement as they apply to Modifications.

12. The MATERIAL is provided without a fee.
13. The effective date of this Agreement is the date of the last required signature obtained.
14. This Agreement shall be construed and interpreted in accordance with the laws of Switzerland. Place of jurisdiction shall be Zurich (Switzerland).

In Witness Whereof, the parties hereto have caused this Agreement to be executed on the dates set forth below by their duly authorized representatives.

For UNIVERSITY

Date: _____

By: _____ _____
(Printed Name and Title/Position) *(Signature)*

Date: _____

By: _____ _____
(Printed Name and Title/Position) *(Signature)*

For RECIPIENT

Recipient Scientist:

Date: _____

By: _____ _____
(Printed Name and Title/Position) *(Signature)*

Authorized Official:

Date: _____

By: _____ _____
(Printed Name and Title/Position) *(Signature)*

Attachment A

Project Description