

Materials Transfer Agreement

This Agreement, between Uppsala University, for the purpose of this agreement acting through its Department of Neuroscience, Klas Kullander research group, an academic institution located at Husargatan 3, 75123 Uppsala, Sweden, hereinafter referred to as "PROVIDER", and

_____ an academic institution
located at

_____ hereinafter referred to as "RECIPIENT", governs an arrangement whereby PROVIDER makes available to RECIPIENT the following biological material, *mice carrying a grp101-cre allele*, for use in the research project described hereafter:

Title:

Purpose:

"MATERIAL", as used herein, means the above referenced biological material plus any product containing original material, progeny, unmodified derivatives and any accompanying know-how or data.

The RECIPIENT agrees to use the MATERIAL only in scientific research as follows:

1. RECIPIENT may use the MATERIAL solely for its internal non-commercial biomedical research purposes in the specific project described above, *provided however*, that such research purposes specifically excludes (i) use of cre DNA and/or lox DNA in higher plants or agricultural applications, (ii) any activity associated with products intended for use as functional foods, nutraceuticals, supplements (including vitamin or mineral supplements), animal drugs, or biomaterials (whether or not intended for use in medical devices), (iii) use of cre DNA and/or lox DNA in the alteration of mouse embryonic stem cells or other pluripotential mouse cells for the purpose of preparing a library of such mouse embryonic stem cells or other pluripotential mouse cells containing cre and/or lox DNA. RECIPIENT shall not use the MATERIAL in the development, manufacture, use, lease, sale (or other transfer for consideration) or importation of any product for sale (or lease or other transfer of a product for consideration). RECIPIENT shall not use the MATERIAL to generate scientific data or information that is conveyed to a third party for consideration.

2. PROVIDER is willing to provide a sample of the MATERIALS for a period of three (3) years. This period may be extended with the written agreement of PROVIDER.

Permission to extend the period of this Agreement must be sought by the RECIPIENT three (3) months before the expiry of the Term.

3. The MATERIAL, and any progeny or derivatives containing cre DNA and/or lox DNA derived directly or indirectly therefrom, may not be transferred by the RECIPIENT to any third parties.

4. The MATERIALS and any copies or derivatives thereof made by or in the possession of or under the control of the RECIPIENT pursuant to this Agreement shall remain the property of PROVIDER and shall be immediately returned or if PROVIDER so requires, destroyed

- (i) on termination of this Agreement, and
- (ii) in the event that the RECIPIENT is in breach of any of the conditions of this Agreement, and
- (iii) at any other time on request of PROVIDER.

5. It is agreed that the MATERIAL (a) will be used for teaching or not-for-profit research purposes only by the undersigned Recipient scientist and those under his or her direct supervision (b) will not be used in human subjects, (c) will not be used for any direct or indirect commercial applications.

6. In accordance with scientific custom, RECIPIENT may publish the results of its research with the MATERIAL in scientific journals and agrees to acknowledge the Provider scientist's contribution, as scientifically appropriate, in publications describing the research utilizing the MATERIAL.

7. The RECIPIENT agrees to use the MATERIAL in a safe manner, in compliance with all applicable laws and regulations.

8. PROVIDER is not responsible in any way for use or misuse of the MATERIAL provided. The MATERIAL herein provided is experimental in nature, and it is provided without any warranties, express or implied, including without limitation warranties of merchantability and fitness for a particular use. PROVIDER makes no representation and provides no warranty that the use of MATERIAL will not infringe any patent or other proprietary right.

9. The RECIPIENT shall be solely responsible for its own acts and omissions related to RECIPIENT's obligations contained herein.

10. The MATERIAL is provided at no cost, but with a fee to reimburse PROVIDER for its preparation and distribution costs. Any payment according to this Clause 10 shall be made upon receipt of an invoice, which will include the payee information. The invoice shall be addressed to [complete with billing address]. Payment shall be made within 30 days of the date on the invoice. In cases of delayed payment, PROVIDER has the right to debit an interest on overdue payment.

11. Swedish law shall apply to this Agreement, and the Swedish courts shall have exclusive jurisdiction.

Drawn up in two original copies.

AGREED AND ACCEPTED:

FOR UPPSALA UNIVERSITY:

Authorized signature: _____

Name: Prof. Klas Kullander

Place and Date: _____

FOR RECIPIENT INSTITUTION:

Authorized signature: _____

Name: _____

Title: _____

Place and Date: _____

Recipient scientist signature: _____

Name: _____