

**MATERIALS TRANSFER AGREEMENT FOR UNIVERSITIES,
GOVERNMENTAL LABORATORIES AND NON-PROFIT INSTITUTIONS**

This document constitutes an agreement between Mount Sinai Hospital, 600 University Avenue, Toronto, Ontario, Canada M5G 1X5 and the recipient scientist and institution for the distribution and use of research materials.

Mount Sinai Hospital is pleased to be able to provide research materials which have been produced in the laboratory of Dr Andras Nagy 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 progeny thereof;
 - b) unmodified derivatives thereof which may be created by 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 Mount Sinai Hospital and is being provided as a service to the academic research community.

2. 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 Mount Sinai Hospital and materials proprietary to the recipient Scientist, Institution or third parties ("Modifications"). It is understood and agreed that Mount Sinai Hospital 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.
3. The Material and Modifications will be used only for academic, non-commercial research purposes by the Scientist at the Institution identified below (hereafter referred to as the "Institution") or by individuals working under the direct supervision of the Scientist at the Institution, who are aware of and agree to be bound by the terms of this agreement.
4. NEITHER THIS RESEARCH 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 applicable local, state and federal rules and regulations.
5. The Material will not be distributed to any other parties or taken to another Institution without the express written consent of Mount Sinai Hospital.
6. The contribution of Dr Andras Nagy, Dr Janet Rossant and Dr Wanda Abramow-Newerly will be acknowledged in accordance with scientific custom in all published or oral communications concerning your research using the Materials.
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, the Institution will promptly so notify Mount Sinai Hospital. Mount Sinai Hospital 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 MAY HAVE HAZARDOUS PROPERTIES. THE MATERIAL IS PROVIDED WITHOUT ANY WARRANTY OF

MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY EXPRESS OR IMPLIED. MOUNT SINAI HOSPITAL MAKES NO REPRESENTATION THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS.

9. Except to the extent prohibited by law, the recipient Scientist and Institution agree to assume all liability for any loss, claim or damages which may arise from their use, storage or disposal of the Material. Mount Sinai Hospital will not be liable to the 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.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____ 200__:

Name of Scientist (Printed)

Name of Institution

Signature of Scientist

Name of Authorized Representative

Title

Signature