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

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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.

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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.

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ACCEPTED AND AGREED TO THIS _______ DAY OF ____________________ 200__:

________________________________________________________
Name of Scientist (Printed)                                      Name of Institution

________________________________________________________
Signature of Scientist                                           Name of Authorized Representative

________________________________________________________
Title

________________________________________________________
Signature