

**MATERIALS TRANSFER AGREEMENT
COVERING THE PROVISION OF MOUSE EMBRYONIC STEM CELL LINES**

This document constitutes an agreement between Mount Sinai Hospital and University of Washington (“Institution”) for the distribution of the G4 and C57 BL/6 mouse embryonic stem cell lines to scientists at Institution who agree to be bound by the terms of this Agreement (“Recipient Scientist”). Mount Sinai Hospital is pleased to be able to provide research materials 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) mouse embryonic stem cell lines designated G4 and C57 BL/6, including all parts and progeny thereof;
 - b) unmodified derivatives thereof created by Recipient 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.

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”). Modifications shall be owned by Institution; however, 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.

2. Institution shall pay Mount Sinai Hospital a handling fee of \$250.00 US plus shipping costs for each aliquot of the Material provided to Institution. An initial aliquot of the Material shall be provided upon execution of this Agreement. At the request of Institution, Mount Sinai Hospital shall provide additional aliquots of the Material in such quantities as the Hospital deems at its sole discretion that it is able to provide under the terms specified herein.
3. The Material and Modifications will be used only for academic, non-commercial research purposes by Recipient Scientists at Institution who agree to be bound by the terms of this Agreement and are signatory to the form of agreement appended hereto as Schedule A or by individuals working under the direct supervision of a Recipient Scientist at Institution, who are aware of and agree to be bound by the terms of this agreement. Neither the Material nor Modifications will be used for any research sponsored by or otherwise conducted for the benefit of any for-profit organization.
4. The Material will not be distributed to any other parties or taken to another institution without the express written consent of Mount Sinai Hospital.
5. NEITHER THE 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 all applicable local, state and federal rules and regulations.
6. The contribution of Mount Sinai Hospital scientists will be acknowledged in accordance with scientific custom in all published or oral communications arising directly from research using the Materials.
7. Upon request, Recipient Scientist agrees to inform Dr Andras Nagy, about the results of the research using the Material.

8. 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, 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.

9. THE MATERIAL IS EXPERIMENTAL IN NATURE AND 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.

10. To the extent allowed by Washington state law and the Standing Orders of the University of Washington Board of Regents, Recipient Scientist and Institution shall assume all liability for any loss, claim or damages which may arise from their use, storage or disposal of the Material. Mount Sinai Hospital shall not be liable to 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.

The effective date of this Agreement shall be the date of the signature of the authorized representative of Institution as set forth below.

For Mount Sinai Hospital:

For Institution

Signature: _____

Signature:_____

Name: Mr Terry Donaghue

Name: Natalie R. Brewster, J.D.

Title: Director, Technology Transfer & Industrial Liaison

Title: Senior Agreements Associate, UW TechTransfer, Invention Licensing

Date: _____

Date: _____

Schedule A

AGREEMENT BY RECIPIENT SCIENTIST

This Agreement serves to supplement the Materials Transfer Agreement Covering the Provision of Mouse Embryonic Stem Cell Lines to Scientists at Institution executed between Mount Sinai Hospital and Institution (the “Facility MTA”). The undersigned investigator (the “Recipient Scientist”) and Institution hereby acknowledge and agree that:

- a) the Recipient Scientist has received a copy of the Facility MTA, and
- b) the Recipient Scientist has read and understood the Facility MTA and agrees to abide by the Facility MTA..

Upon execution of this Agreement, Mount Sinai Hospital grants permission for the Recipient Scientist to obtain G4 and C57 BL/6 mouse embryonic stem cell lines from the transgenic facility at Institution and to use the cell line subject to the terms and conditions set out in the Facility MTA.

One copy of this Agreement should be retained by each of the Recipient Scientist and the appropriate administrative contact for Institution.

Accepted and agreed as of the date of signature on behalf of the Recipient Scientist as set forth below:

Recipient Scientist:

Name: _____ (printed)

Signature: _____

Date: _____