

**MATERIALS TRANSFER AGREEMENT
FOR UNIVERSITIES AND NON-PROFIT INSTITUTIONS**

This document constitutes an agreement between Mount Sinai Hospital (hereinafter referred to as “Provider”) and the recipient scientist and institution for the distribution of research materials produced jointly in the laboratory of Mount Sinai Hospital. Provider is pleased to be able to provide the research materials subject to the following terms and conditions:

1. The material that is covered in this Agreement includes:
 - a) CMV-cre transgenic mouse line designated, Tg(CMV-cre)1Nagy, 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 cell lines from an animal, 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 which contain both the proprietary Material of Provider and materials proprietary to the recipient Scientist, Institution or third parties (“Modifications”). It is understood and agreed that Provider retains sole ownership of the Materials contained therein. Modifications shall remain under the control of the recipient Scientist and Institution; however, their use shall be governed by this Agreement.

2. 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. Neither the Material nor Modifications will be used for any research, which is sponsored by or otherwise conducted for the benefit of any for-profit organization.
3. NEITHER THIS RESEARCH MATERIAL NOR MODIFICATIONS MAY BE USED FOR 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 governmental rules and regulations.
4. The Material will not be distributed to any other parties or taken to another Institution without the express written consent of Provider.
5. The contribution of Dr Andras Nagy and Marina Gertsenstein will be acknowledged in accordance with scientific custom in all published or oral communications concerning your research using the Materials.
6. Upon request, the Scientist agrees to inform Dr Andras Nagy or Marina Gertsenstein about the results of the research using the Material.
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 Provider. Provider 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 IS PROVIDED WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY EXPRESS OR IMPLIED. MOUNT SINAI HOSPITAL AND SUNNYBROOK HEALTH SCIENCE CENTRE MAKE NO REPRESENTATION THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS.
9. To the extent permitted 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. Provider shall 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.
10. This agreement shall be construed in accordance with the laws of the Province of Ontario, Canada.

If you agree to accept this Material under the above conditions, one copy of this agreement should be signed and dated by the Scientist and an authorized representative of the Institution and returned to the representative of Provider indicated below.

Tessie Tacorda
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ACCEPTED AND AGREED TO THIS _____ DAY OF _____ 200_:

 Name of Recipient Scientist (Printed)

 Name of Institution

 Signature of Recipient Scientist

 Name of Authorized Representative

FOR MOUNT SINAI HOSPITAL:

 Title

Mr. Terry Donaghue
 Name

 Signature

Director, Technology Transfer & Industrial Liaison
 Title

 Signature