



Weizmann Institute of Science

**Weizmann Institute
of Science**

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For Technology Transfer

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**WEIZMANN INSTITUTE OF
SCIENCE**

MATERIAL TRANSFER AGREEMENT

Date: _____

(the "RECIPIENT")

Dear Sir/Madam,

Further to the RECIPIENT's request to receive

CX3CR1-Cre mice, as published in Yona et al. Immunity 2013

_____,
(the Material and any fragment, unmodified derivative and progeny thereof shall hereinafter be termed the "MATERIAL") from **Steffen Jung** _____, (the "SCIENTIST") for the purpose of: _____,
(the "RESEARCH"), please be advised that as the rights and title in and to the Material vest in the Weizmann Institute of Science (the "PROVIDER") and thus constitute a valuable asset of the PROVIDER, the PROVIDER requires that the Material shall be provided to you under the following terms:

1. The RECIPIENT agrees that the MATERIAL:

- 1.1. is to be used solely for teaching and academic research purposes;
 - 1.2. will not be used for any commercial purposes;
 - 1.3. will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;
 - 1.4. is to be used only at the RECIPIENT organization and only in Prof. _____'s laboratory (the "RECIPIENT SCIENTIST") under the direction of RECIPIENT SCIENTIST or others working under his/her direct supervision; and
 - 1.5. will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.
2. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. No express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.
 3. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. WITHOUT DEROGATING FROM THE AFOREMENTIONED, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
 4. The RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The Scientist, the PROVIDER and any of its employees will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT.
 5. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes, laws, treaties, regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

6. This Agreement will terminate on the earliest of the following dates: (a) on completion of the RECIPIENT's Research with the MATERIAL, or (b) on thirty (30) days written notice by either party to the other.
 - 6.1. if termination should occur under 6(a) or 6(b) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL.
7. The PROVIDER may charge the RECIPIENT a transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs.
8. The RECIPIENT obligates to treat in confidence any information related to the Material except for information the RECIPIENT can prove was previously known to him or that is or becomes publicly available not as a result of a breach of this Agreement. Any disclosure of such confidential information shall be presented for the Scientist's approval, at least 30 (thirty) days prior to the proposed disclosure.
9. Paragraphs 1, 2, 3, 4 and 8 shall survive termination.
10. The RECIPIENT shall provide the PROVIDER with the results of the Research.
11. The RECIPIENT shall inform the PROVIDER of any oral or written publication concerning the use of the Material. An appropriate acknowledgement of the Scientist's contribution shall be made in these publications, unless requested otherwise.
12. Should any useful invention, or application arise as a result of the performance of the Research using the Material, RECIPIENT hereby agrees to inform the undersigned, and the right and title to such invention or application shall vest jointly in the PROVIDER and the RECIPIENT. The RECIPIENT agrees not to make any use of the joint invention without the PROVIDER's prior written consent.

Please indicate the RECIPIENT's acceptance of the above terms by signing and returning one copy of this letter to the undersigned.

Sincerely yours,

Agreed and accepted:

Recipient Scientist's Name:

Signature: _____

Date: _____

Recipient Institution's Seal/Stamp

Authorized Person's Name and Title:

Signature and Date:

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cc: Yeda Research and Development Co. Ltd. at the Weizmann Institute of Science.