

Materials Transfer Agreement

Karolinska Institutet, Department of Biosciences and Nutrition, Sweden, agrees to provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with ERa knockout mouse line, hereinafter “MATERIAL” under the following conditions:

**1**. The parties to this Agreement are: KAROLINSKA INSTITUTET, Department of Biosciences and Nutrition, hereinafter “PROVIDER”, with professor Jan-Åke Gustafsson as Principal Investigator hereinafter “PROVIDER SCIENTIST” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter "RECIPIENT" with Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal Investigator, hereinafter “RECIPIENT SCIENTIST”.

**2**. PROVIDER agrees to provide RECIPIENT with the material specified in Attachment 1 (Specification of Materials) hereinafter “MATERIAL”. This Agreement and the resulting transfer of MATERIAL constitute a license to use the MATERIAL solely for the not-for-profit purposes set out in Attachment 2 (Specification of research).

**3**. RECIPIENT shall not distribute or release the MATERIAL to any person other than laboratory personnel under RECIPIENT SCIENTIST's direct supervision. RECIPIENT shall ensure that no one will be allowed to take or send the MATERIAL to any other location, unless written permission is obtained from PROVIDER.

This MATERIAL is made available for investigational use only in laboratory animals or *in vitro* experiments. RECIPIENT agrees that the MATERIAL will not be used for any other purpose. Neither the MATERIAL nor any biological materials treated therewith will be used in human beings. RECIPIENT agrees not to chemically or biologically modify the MATERIAL.

**4**. RECIPIENT agrees that nothing herein shall be deemed to grant any rights under any patents (either existing or future) or any rights to use the MATERIAL or any products or processes for profit making or commercial purposes. The MATERIAL will not be used in research that is subject to consulting or licensing obligations to another institution, corporation or business entity unless written permissions is obtained from PROVIDER.

**5**. RECIPIENT shall have no rights to the MATERIAL other than as provided in this Agreement, and at the request of PROVIDER will return or destroy all unused MATERIAL.

**6.** RECIPIENT SCIENTIST will inform PROVIDER SCIENTIST, in confidence, of research results related to the MATERIAL. In accordance with scientific custom, the contribution of PROVIDER and/or PROVIDER SCIENTIST will be expressly noted in all written or oral public disclosures, by acknowledgement or co-authorship, as appropriate.

PROVIDER and/or PROVIDER SCIENTISTshall be free to use published data and information for any purpose.

**7**. The MATERIAL is experimental in nature and it is provided WITHOUT WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

**8**. In no event shall PROVIDER be liable for any use by RECIPIENT of the MATERIAL or any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the MATERIAL. Furthermore, RECIPIENT agrees to indemnify PROVIDER and any of its employees and hold it and them harmless from any action, claim, or damage, arising directly or indirectly from RECIPIENT's possession, testing, screening, distribution or other use of the MATERIAL provided under this agreement, and/or from RECIPIENT's publication or distribution of the test reports, data and other information relating to said MATERIAL.

**9**. RECIPIENT will use the MATERIAL in compliance with all laws and governmental regulations and guidelines applicable to the MATERIAL, and if the MATERIAL is used in the United States, RECIPIENT will also comply with current NIH guidelines.

**10**. The parties foresee the exchange of confidential information within the framework of this Agreement. Information considered confidential by either party shall explicitly be marked “Confidential” or shall, at the time of oral disclosure, be clearly identified as confidential to the receiving party.

Confidentiality shall not apply to information that is or becomes part of the public domain other than through a breach of this Agreement, information that is received from a third party under no obligation of confidentiality towards the parties and information that is developed without use or reference to information deemed confidential under this section.

This Agreement will not be deemed to restrict either party from complying with a request, a lawfully issued governmental or court order that obligates the receiving party to disclose confidential information, or from complying with a request to disclose confidential information in accordance with the Swedish principle of public access to official documents (Sw: tryckfrihetsförordningen). Any disclosure shall however be restricted to what is legally required and the receiving party shall immediately inform the disclosing party of any such request and to the extent possible consult with the disclosing party before a decision to disclose information is made.

Information provided under this Agreement shall be used only for the purposes set out herein and shall be handled with no less than reasonable care. Confidential or otherwise sensitive information shall be disclosed on a need to know basis to persons directly involved in the research conducted by RECIPIENT or the handling of MATERIAL conducted by PROVIDER.

**11**. This agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of PROVIDER.

**12**. This agreement shall be governed and interpreted in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this agreement, or breach termination or invalidity thereof, shall be settled by the courts of Sweden, the Stockholm district court (Sw: Stockholms tingsrätt) being the court of first instance.

**13**. This Agreement consists of this body text, Attachment 1 (Specification of materials) and Attachment 2 (Specification of research).

This constitutes the entire Agreement between the Parties with respect to the transfer of MATERIAL specified. This Agreement supersedes all prior agreements in this respect.

**14**. This Agreement shall enter into force on the day it is signed by the parties duly authorised representatives and shall stay in full force and effect until the specified research has been carried out.

The parties may also terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. Upon such termination RECIPIENT shall immediately cease working on the specified research and shall, at the request of PROVIDER, return or destroy all unused MATERIAL.

Except as otherwise stated in this Agreement, any provisions in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

This Agreement has been made in two counterparts, one for each party.

Stockholm, date

For PROVIDER

KAROLINSKA INSTITUTET

Name of Authorised

Official: Dr. Karl Ekwall

Title of Authorised

Official: Department head, Dept. of Biosciences and Nutrition

Signature of Authorised

Official:

Date:

………………………………….

Prof. Jan-Åke Gustafsson

Dept. of Biosciences and Nutrition

Signature of PROVIDER

SCIENTIST(S)

Date:

For RECIPIENT

Name of Authorised

Official:

Title of Authorised

Official:

Signature of Authorised

Official:

Date:

Certification of RECIPIENT SCIENTIST: I have read and understood the conditions outlined in this agreement and I agree to abide by them in the receipt and use of the material.

………………………………….

Signature of RECIPIENT

SCIENTIST

Date:

**Attachment 1**

Specification of Materials

The material includes the ERa knockout mouse line (B6.129X1-*Esr1tm1.1Gust*).

**Attachment 2**

Specification of Research

The material will be used to establish a mouse colony that will be used to study the role of ERa in estrogen signaling.