

University of Lausanne, Biology and Medicine Faculty, Center for Integrative Genomics, having its place at **Quartier UNIL-Sorge, Bâtiment Génopode, CH-1005 Lausanne, Switzerland** ("UNIVERSITY") is willing to provide [REDACTED] ("INVESTIGATOR"), **University of [REDACTED]** having its place at [REDACTED] ("INSTITUTION"), (collectively "RECIPIENT"), certain Materials subject to the following terms and conditions:

1. "Materials" of UNIVERSITY shall mean specifically: B6-Albtm1(creERT2)Pch Slc2a9tm(lox/lox)Thor mice and all information, relating the Materials provided to RECIPIENT by UNIVERSITY. "Modifications" shall mean cross-bred progeny and other substances created by RECIPIENT which contain or incorporate the Materials.
2. The Materials shall remain the sole property of UNIVERSITY. The Materials shall not be transferred by RECIPIENT to anyone other than employees or students working under immediate control and supervision of INVESTIGATOR, and shall not be made available to any other persons within the INSTITUTION or elsewhere. The Materials may not be transferred or taken by RECIPIENT to another institution or company without the prior written consent of UNIVERSITY. Modifications shall be owned by RECIPIENT, except that, UNIVERSITY retains ownership rights to the Materials included therein.
3. RECIPIENT shall use the Materials solely for research purposes as specified below. Furthermore, RECIPIENT shall not use the Materials in any manner for commercial purpose. The Materials will be used only as follows: For research **please fill in a very brief description of how you plan to use the Materials** ("Research").
4. Any information relating to the Materials disclosed by UNIVERSITY to RECIPIENT shall remain the property of UNIVERSITY, shall be retained in confidence by RECIPIENT, and shall not be disclosed by RECIPIENT to anyone other than employees and students of INSTITUTION working under immediate control and supervision of INVESTIGATOR, or other employees and students of the INSTITUTION having a need to know such information.
5. RECIPIENT'S obligations of non-disclosure and restricted use of information shall become effective on the date of disclosure, shall apply to all information received from UNIVERSITY relating to the materials, and shall terminate five (5) years from the date of disclosure, provided that such obligations of non-disclosure and restricted use of information shall not extend to information disclosed to RECIPIENT by UNIVERSITY which: a) is or becomes part of the public domain, though no action by RECIPIENT; b) was in the possession of RECIPIENT at the time of disclosure and was not acquired from UNIVERSITY under an obligation of confidentiality; c) RECIPIENT received from a third party not under an obligation of confidentiality with respect to such information; d) is approved for public release by written authorization of UNIVERSITY; e) is required to be disclosed by law or court order; f) was independently developed by or for RECIPIENT.
6. RECIPIENT shall, in accordance with its established practice, keep complete and accurate accounts, notes, data and records of the Research. Upon completion of proposed Research, RECIPIENT shall disclose to UNIVERSITY any and all information, inventions, data and results obtained from conducting the Research or relating the use of the Materials (hereinafter "Results") which disclosure shall include without limitation, copies of relevant summaries and reports. UNIVERSITY shall keep confidential all such information, inventions, data and results provided by RECIPIENT.
7. RECIPIENT agrees to acknowledge UNIVERSITY as the source of the Materials in all publications containing any data or information that discloses or relates in any way to RECIPIENT'S use of the Materials, unless otherwise agreed to by UNIVERSITY. Publications shall be submitted jointly, accomodating all authors from UNIVERSITY and RECIPIENT who provided materials or made significant contributions to the Research. The number and scope of publications, co-authorship and order of authors will be decided jointly based on scientific contributions of all parties concerned to the research publication in question, in accordance with academic standards and accepted practices.
8. RECIPIENT agrees that nothing herein shall create or imply a license to RECIPIENT of any intellectual property rights herein, nor create or imply any obligation to enter into any other agreement.
9. The Materials provided to RECIPIENT may be experimental in nature, may have biological and/or chemical properties that are unpredictable and unknown at time of transfer, and are to be used in safe manner and in accordance with all applicable governmental rules and regulations. The Materials shall not be used in any study involving human subjects. They are provided by UNIVERSITY "AS IS". UNIVERSITY MAKES NO

REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. UNIVERSITY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING PATENT RIGHTS, IN THE INFORMATION AND MATERIALS.

10. RECIPIENT agrees to defend, indemnify and hold UNIVERSITY and its directors, trustees, employees and agents harmless from any claims, liabilities, damages and losses that might arise as a result of RECIPIENT'S use of the Materials except to the extent of wilful misconduct on the part of UNIVERSITY.

11. In consideration of UNIVERSITY providing the Materials, RECIPIENT hereby grants to UNIVERSITY a non-exclusive, paid-up license for research purposes only to each discovery, whether patentable or not, made as a result of RECIPIENT'S research using the Materials. RECIPIENT shall promptly notify UNIVERSITY in writing of the substance of each such discovery and the filing of any patent application thereon.

12. Upon the conclusion of the research to be performed using the Materials, or in case of termination of this Agreement by UNIVERSITY, which may be given by certified mail to RECIPIENT upon thirty (30) days written notice, RECIPIENT agrees to discontinue use of the Materials and will arrange for the return to UNIVERSITY for the lawful disposal of all unused Material, as elected by UNIVERSITY. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings relating to the subject matter hereof. This agreement may not be modified except by a written instrument signed by all parties.

13. Nothing whatever in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name and logo of UNIVERSITY or any of its marks or name of employees.

14. This Agreement shall be governed by the laws of Switzerland. Any claim or controversy arising out of or related to this Agreement shall be submitted to the ordinary courts in Lausanne, Switzerland. RECIPIENT shall not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of UNIVERSITY.

UNIVERSITY:

RECIPIENT:

Signed _____

Signed _____

By: _____

By: _____
INVESTIGATOR

Date: _____

Date: _____

Signed _____

Signed _____
For and behalf of the INSTITUTION

By: _____

By: _____

Date: _____

Date: _____