PUBLIC HEALTH SERVICE
MATERIAL TRANSFER AGREEMENT – cre/lox

This Material Transfer Agreement ("MTA") has been adopted for use by the National Institutes of Health ("NIH"), the Food and Drug Administration ("FDA"), and the Centers for Disease Control and Prevention ("CDC"), collectively referred to herein as the United States Public Health Service ("PHS") within the Department of Health and Human Services ("DHHS"), in all transfers of research material ("Research Material") whether PHS is identified below as its Provider or Recipient.

Provider: National Institute of Diabetes and Digestive and Kidney Diseases

Provider Scientist: _____

Recipient: _____

Recipient Scientist: _____

1. Provider agrees to transfer to Recipient's Investigator named below the following Research Material:

_____.

2. THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS. The Research Material will only be used for research purposes by Recipient's investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This Research Material will not be used by for-profit recipients for screening, production or sale, for which a commercialization license may be required. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.

2(a). Were Research Materials collected according to 45 CFR Part 46, "Protection of Human Subjects"?

_____ Yes (Please provide Assurance Number: _____)
_____ No
__X__ Not Applicable (Materials not collected from humans)

3. This Research Material will be used by Recipient's investigator solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

_____

_____

_____

4. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of this Research Material unless requested otherwise. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's written information about this Research Material that is stamped "CONFIDENTIAL", except for information that was previously known to Recipient or that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation. Any oral disclosures from Provider to Recipient shall be identified as being CONFIDENTIAL by written notice delivered to Recipient within thirty (30) days after the date of the oral disclosure. Recipient may publish or otherwise publicly disclose the results of the Research Project, but if Provider has given CONFIDENTIAL information to Recipient such public disclosure may be made only after Provider has

had thirty (30) days to review the proposed disclosure to determine if it includes any CONFIDENTIAL information, except when a shortened time period under court order or the Freedom of Information Act pertains.

5. This Research Material represents a significant investment on the part of Provider and is considered proprietary to Provider. Recipient's investigator therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people not under her or his direct supervision without advance written approval of Provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed, the Research Material will be disposed of, if directed by Provider.

6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

7. When Provider is the PHS: Recipient shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. Recipient agrees not to claim, infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as "Government") of the Research Project, the institution or personnel conducting the Research Project or any resulting product(s). Unless prohibited by law from doing so, Recipient agrees to hold the Government harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Research Material.

8. When Recipient is the PHS: The PHS shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. The PHS is not authorized to promise rights in advance for inventions developed under this Agreement. Provider acquires no intellectual property rights under this MTA, but may apply for license rights to any patentable invention that might result from this Research Project. It is the intention of PHS that Provider not be liable to PHS for any claims or damages arising from PHS's use of the Research Material; however, no indemnification is provided or intended.

9. The above Materials are provided to the Recipient with the knowledge of “DuPont Patent Rights” (U.S. Patent, 4,959,317), corresponding to foreign patents, any patents granted on any divisional and continuation applications thereof, and that the restrictions set forth under the terms below:

a) The Recipient may use the Research Material, and any progeny or derivatives containing Cre DNA and/or Lox DNA derived directly or indirectly therefrom, for its internal noncommercial research purposes only, provided however, that such research purposes specifically excludes (i) any activity associated with higher plants or agricultural applications and (ii) the alteration of mouse embryonic stem cells or other pluripotential mouse cells for the purpose of preparing library of such mouse embryonic stem cells or other pluripotential mouse cells containing Cre DNA and/or Lox DNA. The Research Material, and any progeny or derivatives containing Cre DNA and/or Lox DNA derived directly or indirectly therefrom, will not be used for any commercial purpose or for the direct benefit of any for-profit institution (except as may be permitted under a written agreement between the non-profit institution and DuPont).
b) The Material, and any progeny or derivatives containing Cre DNA and/or Lox DNA derived directly or indirectly therefrom, may not be transferred by the Recipient to any third parties (except as may be permitted under a written agreement between the Recipient and DuPont).
c) With respect to further license rights to these patent rights, the Recipient should contact:

Director, Corporate Technology Transfer
E.I. DuPont de Nemours and Company
Chestnut Run Plaza, 708/138B
Wilmington, Delaware 19807-0708
Telephone: 302-999-3249
Fax: 302-999-3254

With copy to:

Vice President, Product Planning and Acquisition
DuPont Pharmaceuticals Company
974 Centre Road, Chestnut Run Plaza, WR722
Wilmington, Delaware 19807-2802
Fax: 302-992-3040

10. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

FOR PROVIDER:

_____ Date:_____

Rochelle S. Blaustein, J.D., Director, Technology Transfer and Development
Authorized Signature for Provider and Title

Provider's Mailing Address: Office of Technology Transfer and Development
National Institute of Diabetes and Digestive and Kidney Diseases
National Institutes of Health
12 South Drive, Room 3011
Bethesda, MD 20892-5632

FOR RECIPIENT:

_____ Date:_____

Authorized Signature for Recipient's Institution

Name of Authorized Signatory: _____
Title of Authorized Signatory: _____

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.

_____ Date:_____

Recipient Scientist Signature
Name of Recipient Scientist: _____
Title of Recipient Scientist: _____

Recipient's address for documents: _____

E-mail for documents: _____

Recipient Scientist's address for materials: _____

E-mail for Recipient Scientist: _____

Any false or misleading statements made, presented, or submitted to the Government, including any relevant omissions, under this Agreement and during the course of negotiation of this Agreement are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§ 3801-3812 (civil liability) and 18 U.S.C. § 1001 (criminal liability including fine(s) and/or imprisonment).