

[LETTERHEAD OF SCIENTIFIC INSTITUTION]

MATERIAL TRANSFER AGREEMENT

Date:

To:

Weizmann Institute of Science (the "PROVIDER")
Office of the Vice President For Technology Transfer
Phone: +972-8-9343899
Fax: +972-8-9344153
E-Mail: ronit.baram@weizmann.ac.il

Dear Sir/Madam,

Further to [please fill in name of receiving institution]'s ("the RECIPIENT") request to receive from Jackson Laboratories ("JACKSON") [please fill in description of requested mice], also known as: [please fill in additional description of requested mice – if relevant] (the said mice and any fragment, unmodified derivative and progeny thereof shall hereinafter be termed the "MATERIAL") developed by Prof. Elior Peles (the "SCIENTIST"), for the research entitled: [please insert title of Research] (the "RESEARCH"), RECIPIENT acknowledges and agrees that, as the rights and title in and to the MATERIAL vest in the PROVIDER and thus constitute a valuable asset of the PROVIDER, the PROVIDER requires that the MATERIAL shall be provided to RECIPIENT through JACKSON 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 [please fill in name of receiving scientist]'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.

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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 to be delivered to RECIPIENT by JACKSON under 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. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER 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, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.
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. If termination should occur under (a) or (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 RECIPIENT is obligated to treat in confidence any information related to the MATERIAL except for information the RECIPIENT can prove was previously known to it 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.
8. 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.

9. The RECIPIENT shall provide the PROVIDER with the results of the RESEARCH.
10. 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 inventorship will be determined in accordance with patent law (if patentable) or by mutual agreement between the parties (if not patentable), taking into account the role and contributions of individuals involved in the development of the invention or application. If the invention or application is jointly owned, then the technology office of PROVIDER and RECIPIENT shall endeavor to enter into an agreement covering the protection and commercial exploitation of such jointly owned invention or application.
11. Paragraphs 1, 2, 3, 4, 6, 7, 8, 9 and 10 of this Agreement shall survive termination.

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

Sincerely yours,

Recipient Institution's Seal/Stamp:

Authorized Person's Name and Title:

Signature

Date

Read and Understood By:

Recipient Scientist's Name:

Signature:

Date:

Please send to:

Ronit Baram, Office of the VP for Technology Transfer, Weizmann Institute of Science.

E-mail: Ronit.baram@weizmann.ac.il

