

TACONIC EXCHANGE MATERIAL TRANSFER AGREEMENT

Drs. **Jiliang Gao and Philip Murphy** of the **National Institutes of Health** (“NIH”), developed C57BL/6NTac-*Fpr1^{tm1Gao}* mice, containing their proprietary alleles *Fpr1^{tm1Gao}* (“Alleles”), at the National Institute of Allergy and Infectious Diseases (“NIAID”) at the National Institutes of Health (NIH), part of the Department of Health and Human Services (HHS), an agency of the United States Government. NIAID investigators crossed these mice to the C57BL/6NTac background, creating a new strain known as C57BL/6NTac-*Fpr1^{tm1Gao}* N6 or **Line # 4169**.

NIAID transferred Line # 4169 to their contractor, Taconic Farms Inc. (“Taconic”), under NIAID contract number HHSN272200700044C designed to maintain the NIAID transgenic repository including, in part, the NIAID Exchange Program. The mission of the NIAID Exchange Program is to increase availability to the scientific community of immunology-related knockout and transgenic models. Distribution of the Mice is for internal research purposes only, as a service to for-profit and non-profit organizations.

_____ (“Recipient”) has requested from Taconic a representative sample of Line # 4169 (“Mice”).

Recipient and Taconic, therefore, agree to the following terms of transfer:

1. Transfer of Mice

- 1.1 Taconic agrees to transfer Mice to Recipient’s Investigator using a shipping method mutually agreed upon between the Parties. Recipient agrees that it will comply with all applicable import/export regulations. In accepting the Mice, Recipient accepts full custody and control of the Mice and all progeny of Mice.
- 1.2 Recipient agrees that it will comply with the Animal Welfare Act, and all implementing regulations, as applicable. Recipient agrees that it will adhere to all applicable national standards for humane care and use of Mice such as the “Public Health Service Policy on Humane Care and Use of Laboratory Animals” and “Guide for the Care and Use of Laboratory Animals.” Recipient guarantees Taconic that it already has (or will have) all appropriate animal care and use policies in place prior to acceptance of the Mice and will adhere to all such standards throughout its possession of the Mice.
- 1.3 Recipient agrees that it will adhere to appropriate bio-safety practices such as the NIH Centers for Disease Control publication “Bio-safety in Microbiological and Biomedical Laboratories” and use Mice in a safe and responsible manner.

2. Use of Designated Transferred Alleles

- 2.1 Alleles of Mice, whether together or separate, and whether contained in Mice or any tissue, cells, or derivatives there-from may be referred to as “Derivative” hereinafter in this Agreement.
- 2.2 Recipient will use Mice and the Alleles solely in connection with the research project (“Research Project”) as described with specificity in Attachment A.

2.3 No part of Mice or any Derivative will be used in human subjects under any circumstances. Recipient will only use the Alleles for **internal research purposes** by Recipient's Investigator in his/her laboratory, solely for the Research Project, and under suitable containment conditions.

2.4 Recipient will not use the Alleles in any product offered for sale or processes for the manufacture thereof, including quality control procedures, or in any commercial services. Recipient agrees to comply with all laws, rules, and regulations applicable to the Research Project and the handling of Mice and the Alleles.

2.5 Recipient's Investigator will retain control over the Alleles and Mice and will not transfer them to others not under the Recipient Investigator's direct supervision unless:

- a) Transfer of Mice is necessary to further completion of the Research Project in which case Recipient will require the transferee to execute a Material Transfer Agreement (MTA) with Taconic before transferring the Mice, and/or;
- b) Transfer of a Derivative is necessary to further completion of the Research Project in which case Recipient will execute an MTA with the transferee which permits the transferee to use the Alleles only for purposes of the Research Project after which the Alleles will be destroyed unless otherwise (i) requested by Recipient, and (ii) permission is granted by NIAID through Taconic. NIAID reserves the right to further use and distribute Alleles.

2.6 Breeding:

- a) If Recipient is a for-profit organization, it agrees not to breed Mice for any purpose.
- b) Nonprofit organizations may breed Mice for research purposes only. If Recipient requires more than 50 animals to be bred by Taconic then Recipient may need to negotiate a contract with Taconic outside of the NIAID Exchange Program if, at the sole discretion of NIAID, sufficient breeding space is not available to meet NIAID's needs within the NIAID Exchange Program.

2.7 Cross-breeding:

- a) If Recipient is a for-profit organization, it agrees not to crossbreed Mice for any purpose.
- b) If Recipient is a nonprofit organization and wishes to distribute crossbred strains to other investigators, NIAID reserves the right to distribute within the NIAID Exchange Program (via Taconic) those strains which carry either the Designated Transfer Alleles or null alleles. Recipient will notify Taconic of their interest in distributing such crossbred strains and a decision will be made by NIAID as to who would best carry out the distribution.

3. Publications and Press Releases

In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge NIAID's contribution of Mice unless requested otherwise by NIAID. The reference is:

Gao JL, Lee EJ, Murphy PM. *Impaired antibacterial host defense in mice lacking the N-formylpeptide receptor.* J Exp Med, 189:657-62.

4. No Warranty

Mice are being supplied to Recipient with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Taconic and NIAID make no representations that the use of Mice or Alleles will not infringe any patent or other proprietary rights of third parties.

5. Inventions, Endorsement, and Indemnification

5.1 Recipient will retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project.

5.2 Recipient agrees not to claim, infer, or imply governmental endorsement of the Research Project, the Recipient, or personnel conducting the Research Project or any resulting product.

5.3 Each Party will be liable for any loss, claim, damage, or liability that said Party incurs as a result of its activities under this Agreement. Unless Recipient is a university or state or federal government agency, Recipient agrees to hold Taconic harmless and to indemnify Taconic for all liabilities, demands, damages, expenses and losses arising out of Recipient's use of Mice or the Alleles for any purpose, unless such loss, claim, or demand is caused by the gross negligence or willful misconduct of Taconic.

6. Expiration

6.1 When the Research Project is completed, or this Agreement is terminated pursuant to Article 8.1 below, or **two (2) years have elapsed, whichever occurs first, Recipient will destroy all Alleles in its possession and provide Taconic with a signed written declaration attesting to such destruction (within thirty days of such destruction) by an individual with authority to legally bind Recipient** unless the term of this Agreement has been extended by amendment. (Pursuant to 6.2 below.)

6.2 Amendments to this Agreement must be mutually agreed to in writing by authorized representatives of both Parties.

7. Enforcement

7.1 Recipient expressly certifies and affirms that statements made herein are truthful and accurate.

7.2 Except for state institutions, recipient expressly consents to the jurisdiction of the Federal Courts of the State of New York. Enforcement of this Agreement will be in accordance with Federal law as applied by the Federal Courts of the State of New York, including any conflicts of law principles, should enforcement of this Agreement by a court of law be required.

8. Termination, Survivability, and Effective Date

8.1 Either Taconic or Recipient may unilaterally terminate this Agreement at any time by giving written notice to the other Party at least thirty (30) days prior to the desired termination date, subject to Article 6 above. Recipient agrees to provide Taconic notice overnight via U.S. mail or courier service at the address listed below for notifications.

8.2 The provisions of Articles 3 to 7 of this Agreement will survive expiration or termination.

8.3 This Agreement may be executed in one or more counterparts, each of which together shall be deemed original but all of which together shall constitute one and the same

document. A facsimile or Portable Document Format (PDF) of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Agreement.

FOR TACONIC:

Duly Authorized

Name: _____

Title: _____

Date: _____

Mailing Address for Notices:

TACONIC FARMS, INC.

1 Hudson City Centre

Hudson, New York

12534

Tel: 518-697-3900; Fax: 518-697-3905

FOR RECIPIENT:

Duly Authorized

Name: _____

Title: _____

Date: _____

Mailing Address for Notices:

Tel: _____ Fax: _____

Acknowledged by Recipient's Investigator

Name: _____

Title: _____

Date: _____

Mailing Address for Notices:

Tel: _____ Fax: _____

**TACONIC EXCHANGE
MATERIAL TRANSFER AGREEMENT
ATTACHMENT A – Research Plan**