

Dear Investigator:

Attached, please find attached a copy of the Material Transfer Agreement (MTA) you requested.

Please complete all required information and be sure to:

- ✓ Have the principle investigator (PI) sign under the User information.
- ✓ Ensure that an institutional representative signs the MTA. The institutional representative must be someone who can legally represent your institution. This would commonly be someone in your technology transfer or licensing office.
- ✓ Send completed MTA to Taconic for countersignature by fax (518-697-3910) or as a pdf by email (order@taconic.com). **Please specify to whom and by what method the fully executed agreement should be returned. Please include all parties who should receive a copy of the agreement;** it is very time-consuming for Taconic to fill requests for copies after the initial execution.

Once Taconic has received the completed MTA, Taconic will review and countersign the agreement. Please make sure to have a valid mailing address and a valid phone number of a person we can contact with any questions.

If there is more than one PI that will be using these animals, Taconic requires a separate MTA for each PI. If the PI practices under multiple institutions please indicate all institutions on the form so our records are accurate and there is no confusion when processing your order. All orders must be placed under the name of the signatory PI. No orders will be accepted under names of PIs or other persons for whom we do not have an executed MTA.

If you have any questions, please feel free to contact Taconic Customer Service at 888-822-6642.

Thank you for your cooperation.

**NON-EXCLUSIVE LICENSE AGREEMENT
(Academic/Non-profit)**

This Non-Exclusive License Agreement (“Agreement”) is made as of _____, 20__ (the “Effective Date”) between Taconic Farms, Inc. having offices at One Hudson City Centre, Hudson, New York 12534, USA, together with its affiliate TaconicArtemis GmbH (collectively “Taconic”), and _____, (“Institution”) a not-for-profit entity _____ having a business address at _____. As used in this Agreement, Taconic and Institution is each a “Party” and collectively are the “Parties.”

BACKGROUND

WHEREAS TaconicArtemis GmbH (“TaconicArtemis”) located in Cologne, Germany and CXR Biosciences Limited (“CXR”) located in Dundee, Scotland jointly have exclusive rights to breed, use and distribute TransADMET Mouse Models (as defined below) under the Patent Rights (as defined below);

WHEREAS TaconicArtemis and CXR have appointed Taconic as their representative with the right to enter into this Agreement and to grant the rights granted herein on their behalf; and

WHEREAS Institution desires to purchase TransADMET Mouse Models for use in the Research Field (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the promises and the performance of the covenants herein contained, IT IS AGREED AS FOLLOWS:

- 1. Definitions.** The following terms whether used in the singular or the plural shall have the meanings indicated below.
 - 1.1. “TransADMET Mice” means any mouse carrying or containing a genetic modification from a TransADMET Mouse Model.
 - 1.2. “TransADMET Mouse Models” means any of the genetically modified lines of mice listed in Exhibit 1.2, including without limitation all progeny of the mice.
 - 1.3. “Authorized Site” means the research facilities of Institution utilized by (insert name of Principle Investigator) _____ located at (insert address of research laboratory) _____ and specifically excludes all other sites of any other facilities of Institution.
 - 1.4. “Commercial Field of Use” means any one of the following activities using TransADMET Mouse Models: (i) any evaluation, discovery, development and/or pre-clinical testing of compounds, (ii) performance of services that are sponsored in whole or in part by a for-profit or government entity, (iii) performance of services in consideration for compensation (whether financial, in-kind or other consideration is obtained by Institution), or (iv) any other use having commercial value.
 - 1.5. “Materials” means cells, tissues and other biological materials derived from a TransADMET Mouse Model or any genetic modification that is present in a TransADMET Mouse Model.
 - 1.6. “Patent Rights” means the patents and patent applications listed on Exhibit 1.6 that are licensed to Taconic with the right to grant sublicenses.

1.7. “Research Field of Use” means basic academic research using TransADMET Mice or Materials, for example to elucidate species differences, and specifically excludes any Commercial Field of Use.

2. Title, Non-Exclusive License and Limitations

2.1. Title. Title to the TransADMET Mouse Models, TransADMET Mice and Materials rests with and will remain with Taconic. Institution agrees that this Agreement creates a bailment by Institution with respect to any and all TransADMET Models, TransADMET Mice and Materials.

2.2. Non-Exclusive License to Use Mice. Subject to the terms and conditions of this Agreement, Taconic hereby grants to Institution a non-exclusive license under the Patent Rights: (i) to use TransADMET Mice in the Research Field of Use, and (ii) derive and use Materials as necessary for research in the Research Field of Use. This non-exclusive license to Institution shall be limited to the Authorized Site.

2.3. Prohibition on Other Uses, Breeding and Transfer to Third Parties. Institution shall not use TransADMET Mice or Materials for any purpose other than the limited non-exclusive license granted in Section 2.2 above. Further to the foregoing, Institution shall not: (i) use TransADMET Mice or Materials in the Commercial Field of Use, (ii) breed or cross-breed the TransADMET Mice, (iii) genetically alter TransADMET Mice or Materials, or (iv) establish or maintain a culture of any Material. In addition except as set forth in the following sentence, Institution shall not transfer the TransADMET Mice or Materials to any location other than the Authorized Site, or to any person who is not under the immediate and direct employment of Institution. In the event that Institution and a non-profit research collaborator have entered into a written agreement for the conduct of collaborative research in the Research Field of Use, then following the execution of the material transfer agreement set forth in Exhibit 2.3 between Taconic, Institution and the research collaborator, Institution may transfer TransADMET Mice and Materials to such research collaborator solely for the purpose of such research collaborator conducting said collaborative research in the Research Field of Use.

2.4. Material Breach. Institution acknowledges that failure to adhere to any of the requirements of this Article 2 shall constitute a material breach of this Agreement.

3. Intellectual Property and Publications.

3.1. Publication. Institution may publish all results of use of the TransADMET Models in the Research Field of Use. Institution shall name TaconicArtemis and CXR as the generators of the TransADMET Mouse Models and name Taconic as the provider of the TransADMET Mouse Models in any publication of results related to TransADMET Mouse Models or Materials. Promptly following any publication with respect to TransADMET Mouse Models, Institution shall provide to Taconic a copy of such publication.

4. Payments

4.1. Payment for TransADMET Mice. Institution shall pay a per unit fee for each TransADMET Mouse transferred to Institution. Orders for TransADMET Mice shall be placed through Taconic Customer Service (888-822-6642 in North America or +45 70 23 04 05 in Europe) and Taconic shall issue an invoice for each order that is placed. Any purchase order submitted by Institution or Principle Investigator shall be governed by the terms set forth in this Agreement. A purchase order shall not alter or amend the terms of this Agreement and any term of a Purchase Order which is an alteration or amendment of this Agreement shall have no force or effect.

5. Term and Termination

5.1. Term. This Agreement shall be effective as of the Effective Date and shall terminate on the third anniversary of the Effective Date and may be extended for additional one year terms by mutual written agreement. Notwithstanding the foregoing, upon termination of this Agreement in accordance with this Section 5.1, the provisions of Article 2 shall survive for such period of time as Principle Researcher continues use of the TransADMET Mice that were purchased by Institution prior to the date of termination effective provided that Institution complies with all terms and conditions of this Agreement. Upon the cessation of use of the TransADMET Mice purchased under this Agreement or upon any breach of the terms and conditions of this Agreement: (i) the license granted under Section 2.2 shall immediately terminate, (ii) Institution shall destroy any remaining TransADMET Mice and Materials and (iii) Institution shall provide prompt written notice to Taconic of same.

5.2. Termination. Institution may terminate this Agreement effective immediately at any time by notifying Taconic in writing of its intent to terminate, and providing a certification that all TransADMET Mice and Materials have been destroyed. This Agreement may be terminated by Taconic upon written notice by reason of a material breach by Institution. Within thirty (30) days after receipt of such written notice Institution shall destroy the TransADMET Mice and Materials and provide written certification of same to Taconic.

5.3. Effect of Termination. Termination of this Agreement shall not relieve the Parties of any obligation that accrued prior to termination. The provisions of Sections 2.1, 2.3, 5.2 and 7.3 and Articles 1, 3, 6 and 8 shall expressly survive termination of this Agreement.

6. Indemnification

6.1. Each Party shall be liable for any loss, claim, damage, or liability that said Party incurs as a result of its activities under this Agreement. To the extent permitted by law, Institution shall hold Taconic harmless and to indemnify Taconic for all claims, liabilities, demands, damages, expenses and losses of third parties that may arise out of Principle Investigator's use of TransADMET Mice and Materials for any purpose, except to the extent such claim, loss or demand is caused by the gross negligence or willful misconduct of Taconic.

7. Representations and Warranty.

7.1. Representations of Taconic. Taconic represents to Institution that, as of the Effective Date, it has the right to grant the non-exclusive license granted to Institution in this Agreement.

7.2. Representations of Institution. Institution represents to Taconic that: (i) Institution has the authority and power to enter into this Agreement and (ii) upon the execution and delivery of this Agreement, this Agreement shall constitute a valid and binding obligation of Institution enforceable in accordance with its terms.

7.3. No Warranty. TACONIC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSADMET MICE OR ANY MATERIAL. TACONIC EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. Miscellaneous

8.1. Assignment. The rights and obligations under this Agreement shall not be assignable by Institution without the prior written consent of Taconic.

8.2. Notices. All notices, requests and other communications hereunder shall be in writing and shall be personally delivered or sent by telecopy or other electronic facsimile transmission or by registered or certified mail, return receipt requested, postage prepaid, in each case to the respective address specified in the first paragraph above.

8.3. Limitation of Liability. IN NO EVENT WILL TACONIC BE LIABLE TO INSTITUTION FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, THE EXERCISE BY INSTITUTION OF THE NON-EXCLUSIVE LICENSE OR THE USE OF TRANSADMET MICE OR MATERIALS, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, EVEN IF TACONIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

8.4. Waiver. It is agreed that no waiver by any Party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

8.5. Complete Agreement. This Agreement constitutes the entire agreement, both written and oral, between the Parties with respect to the subject matter hereof. All prior agreements respecting the subject matter hereof, either written or oral, expressed or implied, are merged and canceled, and are null and void and of no effect.

IN WITNESS WHEREOF, Taconic and Institution have executed this Agreement by their respective duly authorized representative.

TACONIC FARMS, INC.

[Customer Name]

By: _____
Signature of Authorized Representative
Kevin Leak
Senior Vice President, Client Relations

By: _____
Signature of Authorized Representative
[Printed Name] _____
[Title] _____

Date: _____

Date: _____

[PRINCIPLE INVESTIGATOR] hereby acknowledges to have read and understood this Agreement and agrees to be bound by all terms and conditions of this Agreement.

Signature: _____
[Printed Name] _____
[Title] _____

Date: _____

- Exhibits:
Exhibit 1.2 – TransADMET Mouse Models
Exhibit 1.6 – Patent Rights
Exhibit 2.4 – Material Transfer Agreement

Exhibit 1.2
TransADMET Mouse Models

This exhibit may be updated and replaced with additional TransADMET Mouse Models

Nuclear Receptor:

Pxr-Car Knockout Mouse (Taconic model 8222)

Humanized PXR-CAR Mouse (Taconic model 8223)

Cytochrome P450:

Cyp3a (7-gene) Knockout Mouse (Taconic model 8841)

Humanized CYP3A4/3A7 Mouse (Taconic model 8842)

Humanized Gut CYP3A4 Mouse (Taconic model 9047)

Humanized Liver CYP3A4 Mouse (Taconic model 9048)

Humanized Gut & Liver CYP3A4 Mouse (Taconic model 9049)

Exhibit 1.6
Patent Rights

SALK Institute

Patent applications published as numbers WO99/35246; WO01/42290 and WO02/086063, and US patents: US 6,984,773 and US 7,214,482, relating to: "Novel steroid activated nuclear receptors and uses therefore", "Xenobiotic compound modulated expression systems", and "Transgenic mice expressing a Human SXR receptor polypeptide" including any corresponding patent applications and patents in any world-wide territory; re-issue patents; and continuation or divisional patent applications and patents.

XenoPharm, Inc,

US patents 7,193,125; 7,186,879 and US patent application 11/464,479, AU patent 2001291192, Canadian patent application 2422921, EU patent application EP1330645, and Japanese patent application pub. no. 2004-510416 ser. no. 2002-528817, relating to "Screening systems and methods for identifying modulators of xenobiotic metabolism" including any corresponding patent applications and patents in any world-wide territory; re-issue patents; and continuation or divisional patent applications and patents.

Massachusetts General Hospital

US patents 5,756,448; 5,710,017; 5,686,574 and 6,989,242 relating to "CAR receptors and related molecules and methods", including any corresponding patent applications and patents in any world-wide territory; re-issue patents; and continuation or divisional patent applications and patents.

ITI Scotland

UK patent application GB0427172.2 entitled "Transgenic Animals for Assessing Drug Metabolism and Toxicity" with a filing date of 13 December 2004, and all corresponding patent applications and patents in any world-wide territory, re-issues, divisions, continuations, continuations-in-part, renewals and extensions of such patent application.

Exhibit 2.3

Material Transfer Agreement

[] (Insert institution name) ("Institution") and [] (Insert PI name), a Principle Investigator at [] (Name of collaborating Institution) ("Collaborator") have entered into a written research collaboration agreement for the conduct of academic research. As a part of such research collaboration Institution desires to transfer to Principle Investigator, and Principle Investigator desires to receive, one or more [] (description of TransADMET Mice to be transferred) (such mice together with all materials derived from the mice are collectively the "Materials"). The Materials may be transferred to Principle Investigator on a non-exclusive basis under the terms of this Material Transfer Agreement (this "Agreement"). The terms of this Agreement are as follows:

- 1. Principle Investigator and Collaborator agree to utilize the Materials solely for the purpose of non-commercial academic research, for which no compensation is paid, in the course of the research collaboration with Institution. Principle Investigator and Collaborator agree that Materials will not be used for any other purpose.
2. Principle Investigator and Collaborator agree that they shall not breed or crossbreed any mice transferred hereunder and that no genetic manipulation of any Materials will be conducted.
3. Principle Investigator and Collaborator agree to not distribute the Materials or any derivatives thereof to any person external to the Collaborator other than Institution.
4. Principle Investigator and Collaborator agree that any person with Collaborator utilizing the Materials or derivatives thereof will be advised of, and is subject to, the conditions in this Agreement.
5. Upon the termination or expiration of the research collaboration with Institution, Principle Investigator and Collaborator agree to humanely euthanize and properly dispose of all Materials and to provide written certification of the same to Institution within thirty (30) days following such termination or expiration.
6. Principle Investigator and Collaborator acknowledge and agree that Taconic has intellectual property rights and other proprietary rights in and to the Materials. In the event Principle Investigator and Collaborator desire a license to use the Materials for any purpose other than the rights set forth in this Material Transfer Agreement you must directly contact Taconic at the following address: Taconic Farms, Inc, One Hudson City Center, Hudson, NY, 12534, USA attn: [Executive Director, Global Business Development].

If the foregoing terms are acceptable, Principle Investigator and an authorized representative of Collaborator shall sign in the space indicated for signature. After receipt of the executed Agreement, Institution will arrange to provide Principle Investigator with the Materials.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned authorized individuals agree with and accept the foregoing:

Signature of Authorized Representative
[Printed Name]
[Title]
[Collaborator Institution Name]

Signature of Principal Investigator
[Printed Name]
[Title]
[Institution Name]

Date

Date

Acknowledged and accepted by Customer:

By: _____
[Printed Name of Signatory]
[Title of Signatory]
[Customer Name]

Date: _____

Acknowledged and accepted by Taconic

By: _____
[Printed Name of Signatory]
[Title of Signatory]
Taconic Farms, Inc

Date: _____