

ACADEMIC RESEARCH CROSSBREEDING AGREEMENT

Taconic Transgenic Models (or “Models”) are delivered by Taconic Farms, Inc. subject to Institution’s agreement to the terms and conditions of this Agreement and acknowledgment of the terms and conditions of this Agreement by the Research Investigator (set forth on Exhibit B):

- Title to these Models and biological materials derived from them remains with Taconic Farms, Inc.;
- The Models will be used only for research purposes at Purchasers' location;
- The Models will not be bred except to obtain embryos or fetuses required for research purposes unless the Purchaser maintains a Research Crossbreeding Agreement with Taconic Farms, Inc.
- The Models and biological material derived from them will not be distributed for commercial purposes or to third parties.

Taconic Farms, Inc. makes this Academic Research Crossbreeding Agreement available to Not-for-profit Institutions and Research Investigators that desire to acquire the rights to crossbreed Taconic Transgenic Models. Notwithstanding the foregoing, the Taconic Transgenic Models that may be crossbred are limited to those models that are listed in Exhibit A.

1. This Agreement shall be effective upon the receipt by Taconic Farms, Inc. (“Taconic”) of an executed copy of this Agreement and a purchase order agreeing to pay a non-refundable fee of FOUR HUNDRED AND FIFTY DOLLARS (\$450) as the initial consideration for the grant of the rights set forth in this Agreement. The purchase of Taconic Transgenic Models for use under the terms and conditions of this Agreement shall be conducted under separate invoice. The Institution’s and Research Investigator’s rights to use the Taconic Transgenic Models shall be limited as set forth in the opening paragraph of this Agreement but shall additionally include the rights specifically enumerated hereinafter.
2. Taconic hereby grants to the Institution the right for the Research Investigator to crossbreed the Taconic Transgenic Models that are listed in Exhibit A at the Institution’s Research Facility (specified below) and to produce Crossbred Transgenic Mice. Taconic shall have the right to revise Exhibit A at any time without prior notice, and any such revision shall be effective upon Taconic's providing to Institution the revised Exhibit A. **As used herein “Crossbred Transgenic Mice” are mice that contain the same transgene as a Taconic Transgenic Model but differ in either genetic background or contain an additional transgene** and that are produced through i) breeding of the Taconic Transgenic Model or its progeny with mice of another strain or transgenic line (i.e. perform multi-generational backcrosses to another inbred strain or to cross with a different transgenic model to produce a double transgenic model) or ii) transferring Biological Materials (as that term is defined herein) to mice of another strain or transgenic line.
 - A. This right to crossbreed shall be site specific to the Research Facility.
 - B. This right to crossbreed shall be specific to the Research Investigator listed on Exhibit B of this Agreement and shall cover all Taconic Transgenic Models listed in Exhibit A (as revised from time to time by Taconic) and purchased by said Research Investigator during the term of this Agreement.
 - C. This right to crossbreed granted to the Institution and the Research Investigator is non-exclusive and non-transferable, and does not include the right to grant sublicenses.
 - D. **No rights in this Agreement shall be construed as the authorization to breed and maintain a colony of Taconic Transgenic Models.**
 - E. The ownership of any and all inventions, whether patentable or not, and research results conceived and reduced to practice by the Research Investigator in the performance of the research during the term of this Agreement will follow U.S. laws with respect to patent inventorship.
3. The Taconic Transgenic Models and the Crossbred Transgenic Mice and any biological materials carrying the modified locus (e.g., cells, nucleic acids, tissues, crossbred progeny, etc.) derived from these Models and Mice (“Biological Materials”) may be used only for research and testing to be conducted at the Research Facility under the general direction of the undersigned Institutional Animal

Resource Manager (or such other individual as the Institution may designate) in compliance with applicable laws and regulations. Biological Materials shall not be used in humans under any circumstances.

4. This Agreement shall have a term of one year, commencing upon the date contained in Section 12 below (the "Effective Date"). This Agreement may be extended for additional one year terms upon Institution's payment to Taconic of the renewal fee specified by Taconic. Taconic may inform Institution of the amount of the renewal fee on or about 60 days prior to each anniversary of the Effective Date. Failure of Institution to pay the renewal fee on or before the relevant anniversary of the Effective Date shall result in the automatic termination of this Agreement on said anniversary. Except as may otherwise be provided in a separate license agreement between Taconic and the Institution, within thirty (30) days after termination or expiration of this Agreement for any reason the Taconic Transgenic Models, the Crossbred Transgenic Mice and the Biological Materials shall be returned to Taconic or, with Taconic's prior approval, destroyed, and any notice of termination from the Institution shall be accompanied by a declaration that this has been done. Failure by the Institution to comply with the terms of this Agreement shall entitle Taconic to terminate this Agreement immediately by written notice and to seek appropriate remedies. Termination or expiration of this Agreement shall not release any party from its matured obligations.
5. The Institution may transfer Crossbred Transgenic Mice and Biological Materials to a facility of the Institution other than the Research Facility or to a not-for-profit third party but only if a Materials Transfer Agreement or an agreement substantially similar to this Agreement has been executed between Taconic and the other facility of the Institution or between Taconic and the third party and that agreement is then in effect by reason of the payment to Taconic of all appropriate fees.
6. TACONIC MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, CONCERNING THE TACONIC TRANSGENIC MODELS, THE CROSSBRED TRANSGENIC MICE OR THE BIOLOGICAL MATERIALS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO THE VALIDITY OR SCOPE OF ANY INTELLECTUAL PROPERTY RIGHTS OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS.
7. The Institution agrees to indemnify Taconic and its directors, officers, employees and agents and Taconic licensors and to hold them harmless from any and all claims, costs, damages or expenses resulting from or arising out of the use or other disposition of the Model, the newborn offspring Mice or the Biological Materials by the Institution and/or Research Investigator, including but not limited to claims, costs, damages or expenses with respect to death or injury to persons or damage to or loss of property.
8. This Agreement may not be assigned by the Institution. Taconic may assign the Agreement at any time and shall inform the Institution within sixty (60) days after any assignment.
9. No rights are granted under any patent rights, copyrights or trade secrets owned by or licensed to any party other than as specifically provided in this Agreement.
10. Modifications of and waivers under this Agreement shall be valid only if made by an instrument in writing signed by the party to be charged. This Agreement embodies the entire understanding of the parties, expressly superseding all related prior communications. In the event that any part of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect.
11. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, without regard to its rules governing conflicts of law, and as if it were an agreement between two New York parties to be performed wholly within New York. The Institution agrees to submit to jurisdiction in Hudson, New York for purposes of resolving any controversies, claims or disputes arising out of or relating to this Agreement.
12. Taconic and the Institution have executed this Agreement as of this _____ day of _____ 2010 and all notices, payments or other communications in writing will be sent as indicated below.

Taconic:

Brian Apkarian

Taconic Representative
Senior Product Manager

Title

Signature Date

Taconic Farms, Inc.
One Hudson City Centre
Hudson, NY 12534
Phone: 518-697-3900 Fax: 518-697-3905

Institution:

Name of Institution
Address _____

Name-Institutional Representative

Title

Signature Date

email _____

Animal Facility Site (Research Facility):

Name-Institutional Animal Resource Manager

Signature Date

Address _____

Phone _____

email _____

Fax _____

Purchase Order Number _____



Exhibit A – Taconic Transgenic Models

*Available upon request from the Taconic Customer Service Department at
518-697-3915 or by e-mail at custserv@taconic.com.*

Exhibit B – Research Investigator

The undersigned Research Investigator acknowledges that he/she has read and understood the terms and conditions of the Research Crossbreeding Agreement to which this exhibit is attached and hereby agrees to be bound by the terms and conditions of the Research Crossbreeding Agreement.

Research Investigator:

Signature

Date

Printed Name-Research Investigator

Title

Address _____

Phone _____

Fax _____

email _____