

Material Transfer Agreement - Form 1

Between The Curators of the University of Missouri, a public corporation of the State of Missouri having a principal office at Office of Technology & Special Projects, 475 McReynolds Hall, Columbia, Missouri 65211-2015 (“Institution”) and _____ (“Recipient Institution”).

Institution is willing to make and provide Transgenic Materials (defined below) to _____ (“Investigator”) of Recipient Institution (hereinafter collectively “Recipient”) solely for the internal academic research purposes as described below, under the following terms.

1. Upon execution of this agreement, Institution shall provide to Investigator samples of the Material. “Material” as used herein means _____, and any cell line or progeny derived directly or indirectly therefrom.
2. The Material was made using methods claimed in U.S. patent number 4,873,191, which is exclusively licensed to Xenogen Biosciences (XenogenBio).
3. If Recipient Institution has a sublicense to U.S. patent number 4,873,191 from XenogenBio, Recipient may use the Material subject to the terms of that license. Alternatively, Recipient’s use of the Material shall be subject to paragraphs 4, 5, 6, 7, and 8 below.
4. Recipient may use the Material solely for its internal non-commercial biomedical research purposes, *provided however*, that such research purposes specifically excludes without limitation, use of the Material (i) for any human *in vivo* use whatsoever, or for any human *in vitro* diagnostic or therapeutic applications, (ii) for development of hemoglobin for human use, (iii) in any manner in the field of xenograft solid organ transplantation; (iv) to develop products for the prevention of acute organ transplantation rejection episodes through pretreatment manipulation of the Transgenic Animals; (v) to develop diagnostic tools to identify compatibility between organ donors and recipients using soluble human leukocyte antigen technology; or (vi) for any commercial purpose or for the benefit of any for-profit institution. Recipient shall not use the Material in the development, manufacture, use, lease, sale (or other transfer for consideration) or importation of any product for sale (or lease or other transfer of a product for consideration). Recipient shall not use the Material to generate scientific data or information that is conveyed to a third party for consideration, except as may be permitted under a written agreement between the non-profit institution and XenogenBio.
5. The Material, and any progeny or derivatives derived directly or indirectly therefrom, may be transferred to other Nonprofit Organizations; provided that such Material (a) are used by such Nonprofit Organizations solely for internal non-commercial research purposes as listed in Section 4 herein, and (b) are

subject to a written material transfer agreement between Recipient and such Nonprofit Organizations having the terms set forth in Attachment B hereto.

6. Nothing in this material transfer agreement shall be construed as (i) granting to Recipient the right to practice methods claimed in U.S. patent number 4,873,191; or (ii) granting to Recipient any right, title or interest in or license under any of the patents and other intellectual property owned or controlled by XenogenBio or its parent company, Xenogen Corporation.
7. With respect to any questions regarding permitted uses of the Transgenic Materials, Recipient should contact:

Xenogen Biosciences
5 Cedar Brook Drive
Cranbury, NJ 08512
Fax number: 609-860-8515
8. Recipient agrees that any person utilizing the Material within Recipient Institution will be advised of and shall be subject to the conditions of this Agreement.

The Parties agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives.

Institution:

By: Thomas R. Sharpe, Ph.D.

Title: Executive Director, Office of Technology & Special Projects

Date: _____

Recipient Institution:

By: _____
(signature of authorized representative)

Title: _____

Date: _____

By: _____
(signature of Investigator)

(name of Investigator)

Date: _____

Attachment B

Non-Commercial Material Transfer Agreement Between _____ [Recipient Institution] and _____ [Nonprofit Organization] For Transgenic Animals and Transgenic Materials

_____ [Recipient Institution] ("Provider Institution") is willing to provide Transgenic Animals and Transgenic Materials (defined below) to _____ ("Scientist") of _____ [Nonprofit Organization] ("Transferee Institution") (hereinafter collectively "Transferee") solely for the internal academic non-profit research purposes as described below, under the following terms.

1. Upon execution of this agreement, Provider Institution shall provide to Scientist samples of the Material. "Material" as used herein means _____ "Transgenic Animal", and any cell line or progeny derived directly or indirectly therefrom.
2. The Material was made using methods claimed in U.S. patent number 4,873,191, which is exclusively licensed to Xenogen Biosciences (XenogenBio).
3. If Transferee has a sublicense from XenogenBio, Transferee may use the Material subject to the terms of that license. Alternatively, Transferee shall be subject to paragraphs 4, 5, 6, 7, and 8 below.
4. Transferee may use the Material solely for its internal non-commercial biomedical research purposes, *provided however*, that such research purposes specifically excludes without limitation, use of the Material (i) for any human *in vivo* use whatsoever, or for any human *in vitro* diagnostic or therapeutic applications, (ii) for development of hemoglobin for human use, (iii) in any manner in the field of xenograft solid organ transplantation; (iv) to develop products for the prevention of acute organ transplantation rejection episodes through pretreatment manipulation of the Transgenic Animals; (v) to develop diagnostic tools to identify compatibility between organ donors and recipients using soluble human leukocyte antigen technology; or (vi) for any commercial purpose or for the benefit of any for-profit institution. Transferee shall not use the Material in the development, manufacture, use, lease, sale (or other transfer for consideration) or importation of any product for sale (or lease or other transfer of a product for consideration). Transferee shall not use the Material to generate scientific data or information that is conveyed to a third party for consideration, except as may be permitted under a written agreement between the non-profit institution and XenogenBio.

5. The Material, and any progeny or derivatives derived directly or indirectly therefrom, may not be transferred by the Transferee to any third parties.
6. Nothing in this materials transfer agreement shall be construed as (i) granting to Transferee the right to practice methods claimed in U.S. patent number 4,873,191; or (ii) granting to Transferee any right, title or interest in or license under any of the patents and other intellectual property owned or controlled by XenogenBio or its parent company, Xenogen Corporation.
7. With respect to any questions regarding permitted uses of the Transgenic Materials, Transferee should contact:
Xenogen Biosciences
5 Cedar Brook Drive
Cranbury, NJ 08512
Fax number: 609-860-8515
8. Transferee agrees that any person utilizing the Material within Transferee Institution will be advised of and shall be subject to the conditions of this Agreement.

The Parties agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives.

_____ [Provider Institution]

By: _____

Title: _____

Date: _____

Transferee Institution

By: _____

(signature of authorized representative)

Title: _____

Date: _____

By: _____

(signature of investigator)

(name of investigator)

Date: _____