



Office of Technology Alliances

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MATERIAL TRANSFER AGREEMENT

This Agreement is made and is effective this _____ day of _____, 2006 between the University of California, Irvine, ("UCI") having an address at 380 University Tower, Irvine, CA 92697-7700 and _____, ("Recipient") having an address at _____. UCI is willing to make and provide transgenic materials to Recipient under the terms described below. The transgenic material is described as _____ ("Transgenic Material") which is the nomenclature of the University of California ("The Regents").

However, before forwarding the Transgenic Material to Recipient, UCI requires agreement by Recipient that:

1. Recipient will bear all risk to Recipient's investigator and to others resulting from use of the Transgenic Material;
2. Recipient will defend, indemnify and hold harmless The Regents for all claims, losses and expenses resulting from Recipient's use of the Transgenic Material; and
3. The University of California Transgenic Mouse Facility will be acknowledged in any publications resulting from Recipient's work with the Transgenic Material as scientifically appropriate.

The parties acknowledge and agree that the Transgenic Material is experimental in nature and, when delivered, is without warranty of merchantability or fitness for any particular purpose or any other warranty of any kind, including that Recipient's use of the Transgenic Material will not infringe any patent or other right of any independent third party.

By signing this agreement, the parties agree to the above conditions. Recipients should sign two originals and return them to UCI. When the agreement has been fully executed by both parties, one signed original will be returned and UCI will arrange to have the Transgenic Material transferred.

AUTHORIZED REPRESENTATIVE
(Recipient Institution)

TRANSGENIC MOUSE FACILITY
(University of California, Irvine)

Print Name

Thomas J. Fielder

Signature

Signature

Date

Date