



# Gene Editing Rat Resource Center

## Material Transfer Agreement



**Provider:** Medical College of Wisconsin  
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Milwaukee, WI 53226-0509

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### Recipient:

|          |  |
|----------|--|
| Name:    |  |
| Address: |  |
|          |  |
|          |  |
|          |  |
| Phone:   |  |
| E-mail:  |  |

This Material Transfer Agreement ("MTA") is by and between Medical College of Wisconsin, Inc. (hereinafter "Provider") and \_\_\_\_\_ (Hereinafter "Recipient")

#### 1. Provider agrees to transfer to Recipient the following Research Material:

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Additional rats, rat strains, tissues, or cell cultures will be provided under a separate MTA, if requested writing by the Recipient. Recipient agrees to the terms of use offered by Transposagen Biopharmaceuticals Inc. Recipient agrees to indicate, in publications and presentations, that the strain(s) were made using genetic modification technology from Transposagen Biopharmaceuticals Inc.

*THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS. The Research Material will only be used for research purposes by Recipient Scientist in his/her laboratory, for the research project described below, under suitable containment conditions. This Research Material will not be used by for-profit recipients for screening, production or sale, for which a commercialization license may be required. Recipient agrees to comply with all federal rules and regulations applicable to the Research Project and the handling of the Research Material.*

#### 2. This Research Material will be used by Recipient Scientist investigator solely in connection with the following, non-commercial, research project described with specificity as follows:

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#### 3. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of this Research Material unless requested otherwise. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's written information about this Research Material that is stamped "CONFIDENTIAL", except for information that was previously known to Recipient or that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation. Any oral disclosures from Provider to Recipient shall be identified as being CONFIDENTIAL by written notice delivered to Recipient within thirty (30) days after the date of the oral disclosure. Recipient may publish or otherwise publicly disclose the results of the Research Project, but if Provider has given CONFIDENTIAL information to Recipient such public disclosure may be made only after Provider has had thirty (30) days to review the proposed disclosure to determine if it includes any CONFIDENTIAL information, except when a shortened time period under court order or the Freedom of Information Act pertains.

4. This Research Material represents a significant investment on the part of Provider and is considered proprietary to Provider. Recipient acknowledges that the Research Material is or may be the subject of a patent application. Except as provided for in this MTA, no express or implied licenses of other rights are granted to the Recipient. Recipient therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people not under Recipient Scientist direct supervision without advance written approval of Provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed, the Research Material will be disposed of, if directed by Provider.
5. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.
6. Except to the extent prohibited by law, Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Research Material. Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use of the Research Material by Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Provider.
7. The undersigned Provider and Recipient expressly affirm to the best of their knowledge that the contents of any statements made herein are truthful and accurate.
8. This MTA shall be construed in strict accordance with the latest adopted version of all applicable federal, state and local codes, ordinances, and regulations governing the work involved.
9. The MATERIAL is provided in exchange for a MTA transmittal fee of \$ \_\_\_\_\_, in United States ration costs. The Recipient will cover any cost to raise each animal to age of shipping, plus shipping costs associated with distributing the material and requested pathological tests not covered by the standard MCW Biomedical Resource Center survey program. Provider will invoice Recipient separately for this fee. Recipient agrees to pay invoice within sixty (60) days.

## 10. Signatures

### PROVIDER

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|---|--|
| _____<br>David D. Gutterman, M.D.<br>Senior Associate Dean for Research | _____<br>Howard J. Jacob, Ph.D.<br>Department of Physiology, Human & Molecular Genetics Center |
| _____<br>Date   | _____<br>Date  |

### RECIPIENT

|                  |                  |
|------------------|------------------|
| Signature: _____ | Signature: _____ |
| Scientist: _____ | Scientist: _____ |
| Title: _____     | Title: _____     |
| Address: _____   | Address: _____   |
| _____            | _____            |
| _____            | _____            |
| _____            | _____            |
| Date: _____      | Date: _____      |