NOTICE TO RECIPIENT OF STRAIN(S) Including progeny and derivatives, "MICE".

ACADEMIC AND NON-PROFIT entities may use MICE solely for internal, non-commercial research use and not for Commercial Purposes. Commercial Purposes means: uses of the Mice by any organization, including Recipient to perform contract research, screen compound libraries, produce or manufacture products for general sale, or to conduct research activities that result in sale, lease, licenses or transfer of the MICE to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MICE for Commercial Purposes per se, unless any of the above conditions of this definition are met.

As a service to the biomedical research community, The Jackson Laboratory ("JACKSON") provides MICE to Recipient solely for research use and not for a Commercial Purpose. Each Recipient of MICE from JACKSON agrees that MICE and any derivatives of MICE shall be used by Recipient solely for internal research and shall not be sold or transferred or provided to any third party. Each Recipient further agrees not to use any agent or other third party to provide breeding or other services with respect to the MICE without the prior written agreement of JACKSON. Acceptance of the MICE from JACKSON shall be deemed agreement to these terms. The original source of the MICE is the The Brigham and Women’s Hospital, Inc. ("INSTITUTION").

THESE MICE ARE EXPERIMENTAL IN NATURE NEITHER INSTITUTION NOR JACKSON MAKE ANY REPRESENTATION AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF ANY PATENT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

In no event shall JACKSON or INSTITUTION be liable for any use of the MICE, and Recipient hereby agrees to defend, indemnify and hold JACKSON and INSTITUTION harmless from any loss, claim, damage, or liability which may arise from Recipient's use, storage and disposal of the MICE.

COMMERCIAL AND FOR-PROFIT USE

Use of MICE by (1) not-for-profit entities for Commercial Purposes and by (2) for-profit entities ("Commercial Users") requires a license ("License") from ("INSTITUTION") prior to shipping.
Acceptance of the MICE from The Jackson Laboratory ("JACKSON") by Commercial Users shall be deemed agreement to the terms and conditions of this notice.

1) Commercial User shall use the MICE any by-products derived from the MICE for its internal research and/or pre-clinical development purposes in accordance with (a) the terms and conditions of the License and (b) the terms of this notice.

2) Except as expressly provided in the License, each Commercial User further agrees not to use any agent or other third party to provide breeding or other services with respect to the MICE.

3) Commercial User acknowledges that the original source of the MICE is the INSTITUTION.

4) THESE MICE ARE EXPERIMENTAL IN NATURE AND JACKSON DOES NOT MAKE ANY REPRESENTATION AND DOES NOT EXTEND ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF ANY PATENT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

5) In no event shall JACKSON be liable for any use of the MICE, and Commercial User hereby agrees to defend, indemnify and hold JACKSON harmless from any loss, claim, damage, or liability which may arise from Commercial User’s use, storage and disposal of the MICE.

JACKSON reports sales of MICE to INSTITUTION.

For further information contact: Technology Contracts Administrator Tel: (207) 288-6470 e-mail: tjlca@jax.org