



From: Contracts Administration
Tel: (207) 288-6470
Email: tjlca@jax.org www.jax.org
610 Main Street
Bar Harbor, Maine 04609-1500

This mouse strain (including any and all progeny, "MICE") is distributed by The Jackson Laboratory with the following terms and conditions.

Use of MICE by for-profit entities or for Commercial Purposes requires a license from City of Hope ("INSTITUTION") prior to shipping.

Contact for license inquiries:

Larry A. Couture, Ph.D.
Sr. Vice President for Technology Development
City of Hope, 1500 East Duarte Road,
Duarte, California 91010
Phone: 626-256-8728
Fax: 626-256-8730

Commercial Purpose 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.

The original source of the MICE is the INSTITUTION. As a service to the biomedical research community, The Jackson Laboratory ("JACKSON") provides MICE to Recipient solely for research purposes. Each Recipient of MICE from The Jackson Laboratory agrees that: (i) MICE and any descendants of and by-products derived from MICE shall be used by the recipient solely for its internal research purposes and shall not be sold or transferred to or provided for use by any third party; and (ii) the Recipient shall not breed or crossbreed the MICE (including any descendants of the MICE derived from inbreeding or crossbreeding) for sale or transfer to or use by 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.

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 MICE.