
The mouse strain(s) noted above, (singly and collectively, "MOUSE MODEL") is distributed by The Jackson Laboratory ("JACKSON"), with permission from Merck Sharp & Dohme Corp., 126 East Lincoln Avenue, RY70-100, Rahway, New Jersey 07065 ("MERCK"), under the terms and conditions below.

By purchasing and accepting the MOUSE MODEL, you ("RECIPIENT") agree and are bound to the terms and conditions below. If RECIPIENT does not agree to such terms and conditions, RECIPIENT must promptly cancel the order to JACKSON to supply MOUSE MODEL.

"MODIFIED DERIVATIVES" means any modifications to the MOUSE MODEL MATERIALS, including but not limited to the results of any cross breeding of the MOUSE MODEL or PROGENY thereof to other non-naturally occurring lines or strains, and any offspring or other materials derived therefrom, such as cells, cell lines, tissues, sperm, blood, proteins or other compositions contained in or components of any such modifications of MOUSE MODEL MATERIALS.

"MOUSE MODEL MATERIALS" means the MOUSE MODEL, PROGENY and UNMODIFIED DERIVATIVES thereof.

"NON-PROFIT ENTITY" means any organization that is (i) a university or other institution of higher education; (ii) an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)(3)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)); or (iii) any nonprofit organization located in a foreign country that would qualify as a nonprofit organization under section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)(3)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a) if it were located in the United States.

"PROGENY" means any offspring or unmodified descendants of the MOUSE MODEL, such as cell from cell or organism from organism.

"RESEARCH PURPOSES" means internal, non-commercial research activities of RECIPIENT, which shall in no event include (i) the performance of services for, with or on behalf of any for-profit organization, (ii) the use of the MOUSE MODEL MATERIALS or any resulting MODIFIED DERIVATIVES to support the development of any commercial product containing the MOUSE MODEL MATERIALS or any resulting MODIFIED DERIVATIVES, or (iii) the use of the MOUSE MODEL MATERIALS or any resulting MODIFIED DERIVATIVES in humans.

"UNMODIFIED DERIVATIVES" means any unmodified functional subunits or products expressed by the MOUSE MODEL or PROGENY thereof, such as cells, cell lines, tissues, sperm, blood, proteins or other compositions contained in or components of any such MOUSE MODEL or PROGENY.

(a) RECIPIENT is a NON-PROFIT ENTITY. RECIPIENT is regularly engaged in conducting tests in vitro or in laboratory research animals and is qualified by training and/or experience to conduct such tests on the MOUSE MODEL MATERIALS and any resulting MODIFIED DERIVATIVES.

(b) RECIPIENT has adequate facilities for the investigation of the MOUSE MODEL MATERIALS and any resulting MODIFIED DERIVATIVES.

(c) The MOUSE MODEL MATERIALS and any resulting MODIFIED DERIVATIVES will be used only at RECIPIENT solely for RESEARCH PURPOSES will not be used for any other purpose or supplied to any third party.

(d) The MOUSE MODEL MATERIALS and any resulting MODIFIED DERIVATIVES will not be used to support the development of any commercial product containing the MOUSE MODEL MATERIALS or any resulting MODIFIED DERIVATIVES.

(e) RECIPIENT may generate PROGENY of the MOUSE MODEL and generate MODIFIED DERIVATIVES of the MOUSE MODEL bred to other strains of mice provided that the PROGENY and cross-bred MODIFIED DERIVATIVES are used only by RECIPIENT for RESEARCH PURPOSES and not provided or sold to third parties.

(f) RECIPIENT will properly dispose all remaining MOUSE MODEL MATERIALS and any resulting MODIFIED DERIVATIVES in the event its use for RESEARCH PURPOSES is discontinued or completed.

(g) RECIPIENT will comply with all federal, state and local laws, rules and regulations and guidelines regarding the MOUSE MODEL MATERIALS and any resulting MODIFIED DERIVATIVES and their handling, including, without limitation, all current governmental regulatory requirements concerning Good Laboratory Practice, current NIH guidelines for work with recombinant DNA for biologicals (42 U.S.C. §262), and provisions for biologics under the Public Health Service Act, as amended, and the regulations issued under such Act.

(h) RECIPIENT will comply with the Animal Welfare Act or any other applicable local, state, national and international laws or regulations relating to the care and use of laboratory animals.

(i) RECIPIENT will not use MOUSE MODEL MATERIALS or any resulting MODIFIED DERIVATIVES for food purposes or for commercial breeding purposes.

(j) RECIPIENT shall not be entitled to any ownership or license rights other than for use of the MOUSE MODEL MATERIALS and any resulting MODIFIED DERIVATIVES for RESEARCH PURPOSES, and hereby acknowledges that MERCK retains ownership rights to the MOUSE MODEL MATERIALS and the MODIFIED DERIVATIVES thereof.

(k) Except to the extent prohibited by law, or in the event RECIPIENT is a state or federal institution, to the extent permitted by applicable state or federal law,

RECIPIENT will fully indemnify MERCK, its affiliates, subsidiaries, officers, directors, employees and agents harmless from any and all liability, including attorneys' fees, that may attach to or flow from the use, handling, storage or disposal of the MOUSE MODEL MATERIALS and any resulting MODIFIED DERIVATIVES by RECIPIENT; all of the foregoing except to the extent any such liability is attributable to MERCK's gross negligence or willful misconduct.

MERCK is an intended third-party beneficiary of this agreement, and the foregoing provisions of indemnification are for MERCK's benefit and are enforceable by MERCK in its own name.

(l) Except to the extent prohibited by law, or in the event RECIPIENT is a state or federal institution, to the extent permitted by applicable state or federal law, RECIPIENT will fully indemnify JACKSON, its affiliates, subsidiaries, officers, directors, employees and agents harmless from any and all liability, including attorneys' fees, that may attach to or flow from the use, handling, storage or disposal of the MOUSE MODEL MATERIALS and any resulting MODIFIED DERIVATIVES by RECIPIENT; all of the foregoing except to the extent any such liability is attributable to JACKSON's gross negligence or willful misconduct.