

**UC Davis Material Transfer Agreement
for UC Davis Pluripotent JM8 Mouse Embryonic Stem Cell Line
for Not-for-Profit Organizations and Research Institutions**

The Regents of the University of California, as represented by its Davis campus ("UC DAVIS") asks that the RECIPIENT agrees to the following before the RECIPIENT receives the Pluripotent JM8 Mouse Embryonic Stem Cell Line ("MATERIALS").

1. The above MATERIAL is the property of UC DAVIS and is made available as a service to the research community.
2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
3. The MATERIAL will be used for teaching or not-for-profit research purposes only.
4. The MATERIAL will not be further distributed to others without the written consent of UC DAVIS. However, the RECIPIENT may transfer modifications containing the MATERIAL to not-for-profit organizations and research institutions under a material transfer agreement that has terms that are at least as protective of the rights of UC DAVIS as the terms of this Agreement. The RECIPIENT shall refer any request for the MATERIAL to UC DAVIS. To the extent supplies are available, UC DAVIS or UC DAVIS SCIENTIST agree to make the MATERIAL available, under a separate material transfer agreement to other scientists for teaching or not-for-profit research purposes only.
5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. UC DAVIS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL.
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
8. This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

WE ARE NOT ABLE TO CHANGE THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have each caused a duly authorized representative to execute this Agreement.

UC DAVIS

RECIPIENT


Authorized Signature

Rafael A. Gacel
Associate Director, Technology Transfer Services

Recipient Name

Authorized Signature

Printed Name

Title

Telephone Number

Effective Date

Address to send this Agreement

Address to send the MATERIALS