MMRRC @ UCDavis
Mutant Mouse Resource & Research Centers supported by NIH

UCDAVIS
KOMP
KNOCKOUT MOUSE PROJECT

The following document '**KOMP Material Transfer Agreement**' should be signed by an AUTHORIZED ACADEMIC INSTITUTION OFFICIAL (e.g., a technology licensing officer).

In an effort to improve efficiency, the MMRRC has now gone to an institutional version of this agreement that only requires a one-time signature by your institution official. Your institution official will then be sent any updates to Exhibit A of this agreement as new orders are received and processed for your institution from this collection.

We will check our MTA tracker to see if your institution has already executed this agreement.

We will contact you if we require a fully executed document, which should be emailed to the MMRRC at UC DAVIS at mmrrc@ucdavis.edu. The MMRRC at UC DAVIS will process your request.

Thank you!

Electronic document preferred; supporting paperless office concepts.

UC DAVIS MATERIAL TRANSFER AGREEMENT
FOR THE KNOCK-OUT MOUSE PROJECT

This Material Transfer Agreement ("Transfer Agreement") is made by and between The Regents of the University of California as represented by and solely limited to its Davis campus ("UC Davis"), having a place of business at UC Davis Innovation*Access*, Technology Transfer Services, University of California, Davis; 1850 Research Park Drive, Suite 100; Davis CA 95618-6134, U.S.A., and the Institution or Commercial Entity as defined and identified below ("Recipient"). UC Davis and Recipient are referred to collectively hereinafter as the "Parties" and individually as a "Party." The material supplied under this Transfer Agreement was created under the National Institutes of Health (NIH) Knock-Out Mouse Project (the "KOMP").

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1. DEFINITIONS.

"Affiliates" means any entity which, directly or indirectly, Controls Regeneron, is Controlled by Regeneron, or is under common Control with Regeneron. "Control" means (i) having the actual, present capacity to elect a majority of the directors of such affiliate, (ii) having the power to direct more than fifty percent (50%) of the voting rights entitled to elect directors, or (iii) in any country where the local law will not permit foreign equity participation of a majority, ownership or control, directly or indirectly, of the maximum percentage of such outstanding stock or voting rights permitted by local law.

"Change of Control" means a merger, acquisition or reorganization involving all or substantially all of the voting securities and/or assets of a Party.

"Claim" means any third party claim, demand, action or proceeding.

"Commercial Entity" means any entity that is not an Institution, including for-profit corporations and commercial *spin-offs* or *spin-outs* from an Institution.

"KOMP Materials" means any ES Cells and Targeting Vectors delivered to Recipient hereunder from time to time, and any copies (including regenerated or regrown lines), KO Mice, portions (including, without limitation, Embryos) or progeny thereof.

"Embryos" means embryos derived from KO Mice.

"ES Cells" means embryonic stem cells used to produce or derived from KO Mice.

"Field of Use" means use for any internal research purpose, including research directed toward the discovery, development or commercialization of therapeutic and diagnostic products, resulting from any and all teaching, research and development activities conducted by faculty, researchers, students, employees or contractors of any Institution or Commercial Entity, whether or not resulting in patentable inventions and whether or not published, but excluding any fee-for-service conducted for the benefit of a third party.

"Institution" means any academic, non-profit, or governmental entity or institution worldwide.

"KO Line" means any of the knockout lines available from UC Davis that were made using materials provided by Children's Hospital and Research Center Oakland, Wellcome Trust Sanger Institute or Regeneron Pharmaceuticals, Inc. ("Regeneron") in the form of ES Cells, having a disruption in a particular Target Gene.

"KO Mice" means KO Lines in the form of live mice and any unmodified progeny or unmodified derivative thereof.

"Loss" means any cost, loss, settlement, award, judgment, liability, damages, or expense (including attorneys' fees).

"Target Gene" means the specific gene that is the target for disruption.

"*Targeting Vectors*" means DNA constructs used to produce ES Cells.

2. USE AND DELIVERIES. UC Davis shall provide Recipient with the KOMP Materials specified in Exhibit A attached hereto for Recipient to use only in the Field of Use, subject to the terms of this Transfer Agreement. You may require a license from third party patent owners to use the KOMP Materials in the Field of Use, and it is Your sole responsibility to determine whether such a license is necessary. Upon receipt of an original, signed version of this Transfer Agreement and payment of applicable administrative, shipping, and handling charges plus, for Commercial Entities only, twenty-five thousand dollars (US $25,000) per KO Line of KO Mice or twenty thousand dollars (US $20,000) per KO Line of ES Cells or Targeting Vectors, UC Davis shall deliver or cause to be delivered to Recipient such KOMP Materials in reasonable quantities and forms, subject to availability and compliance with all customs and other laws and regulations applicable to the shipment and acceptance of the KOMP Materials.

3. RESTRICTIONS ON TRANSFER. Recipient acknowledges and agrees that Recipient has no right or authority to, and shall not without prior written authorization, distribute, sell or transfer any KOMP Materials to any Commercial Entity or any other third party.

4. PUBLICATION AND PATENTING. Recipient is free to publish, present, display, disclose or seek patent or other intellectual property protection on any inventions arising from the use of the KOMP Materials, with no restrictions or obligations of any kind, so long as Recipient uses reasonable efforts to credit or otherwise acknowledge the KOMP as the provider of the KOMP Materials.

5. RECIPIENT REPRESENTATIONS. Recipient represents that: (a) Recipient will use the KOMP Materials solely within the Field of Use and in accordance with all applicable laws and regulations; and (b) Recipient will not make any unauthorized transfer or sale of the KOMP Materials.

6. KOMP DISCLAIMERS, LIABILITY.

(a) No Indemnity/Liability. Recipient acknowledges and agrees that UC Davis, Children's Hospital and Research Center Oakland, Wellcome Trust Sanger Institute, the NIH, and Regeneron and its Affiliates have no liability or obligation to indemnify Recipient for any Loss arising from any Claim arising from Recipient's use, storage or disposal of the KOMP Materials, including, without limitation, that the KOMP Materials (or any use thereof) infringe any third party's intellectual property rights, or any Claim related to the performance, functionality, use or results of the KOMP Materials. Except to the extent prohibited by law, Recipient assumes all liability for Losses which may arise from Recipient's use, storage or disposal of the KOMP Materials.

(b) **NO REPRESENTATIONS OR WARRANTIES. RECIPIENT ACKNOWLEDGES THAT THE KOMP MATERIALS ARE PROVIDED "AS-IS, WHERE-IS, WITH ALL FAULTS." UC DAVIS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RELATED TO THE KOMP MATERIALS INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) INDEMNIFICATION. IF RECIPIENT IS A COMMERCIAL ENTITY, RECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS UC DAVIS, CHILDREN'S HOSPITAL AND RESEARCH CENTER OAKLAND, WELLCOME TRUST SANGER INSTITUTE, THE NIH, AND REGENERON AND ITS AFFILIATES FOR ANY CLAIMS ARISING FROM RECIPIENT'S USE OF THE KOMP MATERIALS.

7. EXCLUSION OF LIABILITY FOR CONSEQUENTIAL DAMAGES. RECIPIENT AGREES THAT UC DAVIS, CHILDREN'S HOSPITAL AND RESEARCH CENTER OAKLAND, WELLCOME TRUST SANGOR INSTITUTE, THE NIH, AND REGENERON AND ITS AFFILIATES WILL NOT BE LIABLE TO RECIPIENT FOR DAMAGES ARISING OUT OF OR RELATED TO THIS TRANSFER AGREEMENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES AND ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF OPPORTUNITIES OR SAVINGS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EVEN IF UC DAVIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

8. TERMINATION. In the event that any party is in default in the performance of any material obligation under this agreement and the default has not been remedied within thirty (30) days written notice of such default, the non-defaulting party may terminate this agreement; and if Recipient is in default, then Recipient will, as directed by UC Davis return, destroy or dispose of all the KOMP Materials.

9. GENERAL.

(a) This Transfer Agreement may not be assigned by Recipient without the express written consent of UC Davis. However, in the event of a Change of Control, this Transfer Agreement shall be binding upon Recipient's successor in the event of a Change of Control.

(b) This Transfer Agreement is the final and entire agreement regarding the subject matter herein, and supersedes all previous oral and written understandings, negotiations, term sheets, and agreements on the subject matter herein.

(c) This Transfer Agreement may not be revised, amended, interlineated, addended or otherwise modified by Recipient without the prior written consent of UC Davis.

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

UC Davis

Dianna L. Francis Digitally signed by Dianna L. Francis
Date: 2024.01.26 08:07:13 -08'00'

Authorized Signature

Name: Dianna L. Francis

Title: Intellectual Property Officer III, Contracts Team Lead

Institution or Commercial Entity Name ("Recipient"):

Authorized Signature

Printed Name

Title

Email Address

Telephone Number

Effective Date

Street Address

City, State and Postal Code

Country

Exhibit A

Order Number	Order Date	Gene or allele	Embodiments, Select appropriate	Recipient Investigator
			☐ Vectors ☐ Cells, Mice, Germplasm	
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No changes will be accepted on this Material Transfer Agreement