

Date: _____
Name: _____
COMPANY Name: _____
COMPANY Address: _____

RE: Sample of our _____, listed here below (the "SUBSTANCE")

Dear Dr. Cote:

We are prepared to supply you with a sample of our _____ (hereinafter "SUBSTANCE"); and Confidential Information relating to the SUBSTANCE ("INFORMATION"), as you requested, provided _____ ("COMPANY") agrees to the following:

1. You will not supply the INFORMATION, the SUBSTANCE, or any materials derived therefrom (including, without limitation, proteins, DNA, RNA, plasmids, cell lines, viruses, and organisms; the SUBSTANCE and all such derivatives and the INFORMATION, are collectively referred to as the "MATERIALS") to anyone else (including, without limitation, other investigators and other laboratories) without the prior written permission of Mount Sinai School of Medicine ("MSSM").
2. COMPANY acknowledges that MSSM owns or has rights in certain proprietary rights and know-how with respect to MATERIALS. Neither anything contained herein nor the delivery of the MATERIALS to you shall be deemed to grant you or COMPANY any right or licenses under any patents or patent application or under any know-how, technology or inventions owned by us. COMPANY agrees that it is under no prior commitments that are inconsistent with the terms of this agreement.
3. No studies other than the _____ as described in the attached letter, will be conducted with the MATERIALS without the prior written consent of MSSM. If additional studies are desired by you, they may be added by a letter sent by you and approved by MSSM.
4. The MATERIALS are supplied solely for evaluation purposes for experimental use in laboratory research animals and/or in vitro and shall not be used for any development, commercial or other purposes whatsoever.
5. You and COMPANY undertake to use the MATERIALS in a safe manner and in accordance with all relevant laws and regulations. In particular, the sample supplied will NOT be used in humans.
6. The COMPANY will maintain the identity of the MATERIALS and the INFORMATION in confidence for the period of five (5) years or until it becomes part of the public knowledge by publication, unless otherwise agreed to in writing by MSSM.

The COMPANY's obligation of confidentiality shall not extend to any of the INFORMATION received from MSSM which:

- (a) prior to the disclosure to the COMPANY hereunder was independently known to it without obligation of confidentiality to Institute or Inventor; or
- (b) prior to the disclosure by the COMPANY is in the public domain without fault on its part; or

(c) prior to the disclosure by the COMPANY has been received from a third party lawfully possessed of the information and who is without obligation of confidentiality to MSSM or COMPANY or Inventor or any one from whom MSSM derives the information.

7. You and COMPANY will provide us with a summary of results and conclusions of any studies performed by you with the MATERIALS (the "RESULTS"). The RESULTS shall be co-owned by MSSM and Company. As partial consideration for providing the MATERIAL, MSSM shall be entitled to use all of the RESULTS freely as it wishes. You agree you will not disclose the RESULTS of your use of the MATERIALS to any third party, company or any investigator, or publish any data or information relating to the MATERIALS or your studies with it, prior to disclosure in writing to MSSM and allowing MSSM a period of 45-days from the date of receipt of such disclosure to determine whether or not patent protection should be sought for the RESULTS and to file a patent application if appropriate. Inventorship will be determined by US patent law. After the expiration of such 45-day period, or earlier if MSSM advises that patent protection will not be sought, you will be free to disclose or publish the results. In any such publication, you agree to acknowledge MSSM as the source of the MATERIALS unless we otherwise request.

8. MSSM hereby EXCLUDES ANY AND ALL WARRANTIES, IMPLIED OR EXPRESS, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY EXPRESS OR IMPLIED. MSSM SPECIFICALLY AND WITHOUT LIMITATION MAKES NO WARRANTY OR REPRESENTATIONS AS TO THE PURITY, ACTIVITY, SAFETY OR USEFULNESS OF THE MATERIALS OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHT OF ANOTHER PARTY. In no event shall MSSM be liable for direct, indirect, special, incidental or consequential damages in connection with the MATERIALS. To the maximum extent permitted by law, COMPANY shall indemnify, defend and hold harmless MSSM, its employees, officers, trustees and agents from and against any loss, claims, costs or other liabilities or damages (including reasonable attorney fees and expenses of litigation) which may arise from or in connection with this agreement or COMPANY's use of MATERIALS.

9. COMPANY agrees that it will not use the MATERIALS or any parts thereof in or for the production of products for sale. Should the COMPANY wish to license or otherwise commercialize any patents, copyrights, know-how, trade secrets, products or processes, whether these can be protected or not, derived from or with the use of the MATERIALS, the COMPANY agrees it will provide MSSM a fair and equitable distribution of any consideration received by it as consideration for the lease, sale, licensing, or assignment of the products, processes, patents, copyrights or know-how as mutually agreed to by MSSM and COMPANY. If COMPANY or a third party requires a license from MSSM in order to commercialize any products or processes derived from or with the use of the materials, MSSM shall not be under any obligation to grant such a license.

10. The MATERIALS shall remain the sole property of MSSM who shall have all right of control thereover, consistent with this agreement. Upon request by MSSM, you shall:

- a. return all remaining MATERIALS and all the Information to MSSM, or,
- b. provide MSSM with a written statement certifying that all MATERIALS and Information have been consumed or destroyed by you.

11. All notices given hereunder shall be sent by certified mail, express delivery service such as Federal Express or shall be personally delivered. In the case of COMPANY notice shall be sent to the COMPANY address listed at the beginning of this agreement. In the case of MSSM notice shall be sent to the Executive Director, Office of Technology and Business Development,

Mount Sinai School of Medicine, One Gustave L. Levy Place, Box 1675 New York, NY 10029-6574

12. This agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions.

Very truly yours,

MOUNT SINAI SCHOOL OF MEDICINE

By: _____

W. Patrick McGrath, Ph.D.
Executive Director, Office of Technology and Business Development

To be valid, this document must be signed by the Executive Director of the Office of Technology and Business Development of the Mount Sinai School of Medicine. Please have COMPANY indicate agreement with the above terms by having both enclosed originals signed by a duly authorized official, and return one to me at the above address. Upon receipt of a signed original and the fee, the MATERIAL will be forwarded to you.

AGREED AND ACCEPTED:

COMPANY

Signature

Printed Name

Title

Date

RECIPIENT SCIENTIST

Signature

Printed Name

Title

Date