

MATERIAL TRANSFER AGREEMENT (MTA)

1. Provider agrees to transfer to Recipient named below the following Research Material:

pCX-cre

2. THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS. The Research Material will only be used for research purposes by Recipient's investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This Research Material will not be used for commercial purposes such as screening, production or sale, for which a commercialization license may be required. Recipient agrees to comply with all rules and regulations applicable to the Research Project and the handling of the Research Material.

3. This Research Material will be used by Recipient solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

Just an example

Studies on XX system development, particularly YYY and the roles of ZZZ in AAA.

4. In all written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of this Research Material unless requested otherwise.

5. This Research Material is considered proprietary to Provider. Recipient's investigator therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people not under her or his direct supervision without advance written approval of Provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed or three years have elapsed, whichever occurs first, the Research Material will be disposed of as directed by Provider.

6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

7. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

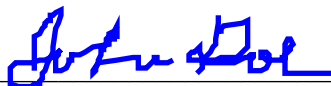
8. Any additional terms:

The recipient needs to obtain permission from Dr. Junichi Miyazaki of Osaka University (jimiyaza@nutri.med.osaka-u.ac.jp, fax +81-6-879-3829) for the pCAGGS part (beta-actin promoter and CMV enhancer) of the plasmid included in pCX-cre

Recipient's Name, Title, Mailing Address and email

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Date and Signature 2000, Jan. 1



Provider's Name, Title, Mailing Address and email

Masaru Okabe (okabe@gen-info.osaka-u.ac.jp),
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Date and Signature

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Recipient's Name, Title, Mailing Address and email

Date and Signature

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