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GOVERNMENTAL LABORATORIES AND NON-PROFIT INSTITUTIONS**

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Mount Sinai Hospital is pleased to provide research materials through the American Type Culture Collection which have been produced in the laboratory of Dr Andras Nagy subject to the following terms and conditions:

1. The material that is covered in this Agreement includes:
 - a) a fluorescently labeled mouse embryonic stem cell line designated 7AC5/EYFP, including all progeny thereof;
 - b) unmodified derivatives thereof which may be created by Scientist or Institution. An unmodified derivative shall mean substances which constitute an important functional part, sub-unit or manifestation of the Material such as sub-clones of a cell line, complements, expression or transcription products.

The material described above (hereinafter referred to as the "Material") is the property of Mount Sinai Hospital and is being provided as a service to the academic research community.

2. It is recognized that modifications of the Material may be produced under this Agreement such as mutant or variant cell lines and mice derived therefrom which contain both the proprietary Material of Mount Sinai Hospital and materials proprietary to the recipient Scientist, Institution or third parties ("Modifications"). It is understood and agreed that Mount Sinai Hospital retains sole ownership of the Material contained therein. Modifications will remain under the control of the recipient Scientist and Institution; however, their use shall be governed by this Agreement.
3. The Material and Modifications will be used only for academic, non-commercial research purposes by the Scientist at the Institution identified below (hereafter referred to as the "Institution") or by individuals working under the direct supervision of the Scientist at the Institution, who are aware of and agree to be bound by the terms of this agreement.
4. NEITHER THIS RESEARCH MATERIAL NOR MODIFICATIONS MAY BE USED IN RESEARCH, DIAGNOSIS OR TREATMENT INVOLVING HUMAN SUBJECTS. Research using the Material, Modifications or Derivatives of the Material will be carried out under appropriate containment conditions and in accordance with applicable local, state and federal rules and regulations.
5. The Material will not be distributed to any other parties or taken to another Institution without the express written consent of Mount Sinai Hospital.
6. The contribution of Dr Andras Nagy and Dr Anna-Katerina Hadjantonakis will be acknowledged in accordance with scientific custom in all published or oral communications concerning your research using the Materials.
7. If the research using the Material results in a commercially useful Modification or a commercially useful product or process employing either the Material or a Modification, the Institution will promptly so notify Mount Sinai Hospital. Mount Sinai Hospital agrees to give due consideration to a request for a non-exclusive, royalty bearing license to its property rights in the Material to enable such commercial use.

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ACCEPTED AND AGREED TO THIS _____ DAY OF _____ 201_:

Name of Scientist (Printed)

Name of Institution

Signature of Scientist

Name of Authorized Representative

Title

Signature