Material Transfer Agreement - Form 1

Between The Curators of the University of Missouri, a public corporation of the State of Missouri having a principal office at Office of Technology & Special Projects, 475 McReynolds Hall, Columbia, Missouri 65211-2015 ("Institution") and ____________________________________________________________ ("Recipient Institution").

Institution is willing to make and provide Transgenic Materials (defined below) to ________________________________________________________________ ("Investigator") of Recipient Institution (hereinafter collectively "Recipient") solely for the internal academic research purposes as described below, under the following terms.

1. Upon execution of this agreement, Institution shall provide to Investigator samples of the Material. "Material" as used herein means _____________________________________________________________, and any cell line or progeny derived directly or indirectly therefrom.

2. The Material was made using methods claimed in U.S. patent number 4,873,191, which is exclusively licensed to Xenogen Biosciences (XenogenBio).

3. If Recipient Institution has a sublicense to U.S. patent number 4,873,191 from XenogenBio, Recipient may use the Material subject to the terms of that license. Alternatively, Recipient’s use of the Material shall be subject to paragraphs 4, 5, 6, 7, and 8 below.

4. Recipient may use the Material solely for its internal non-commercial biomedical research purposes, provided however, that such research purposes specifically excludes without limitation, use of the Material (i) for any human in vivo use whatsoever, or for any human in vitro diagnostic or therapeutic applications, (ii) for development of hemoglobin for human use, (iii) in any manner in the field of xenograft solid organ transplantation; (iv) to develop products for the prevention of acute organ transplantation rejection episodes through pretreatment manipulation of the Transgenic Animals; (v) to develop diagnostic tools to identify compatibility between organ donors and recipients using soluble human leukocyte antigen technology; or (vi) for any commercial purpose or for the benefit of any for-profit institution. Recipient shall not use the Material in the development, manufacture, use, lease, sale (or other transfer for consideration) or importation of any product for sale (or lease or other transfer of a product for consideration). Recipient shall not use the Material to generate scientific data or information that is conveyed to a third party for consideration, except as may be permitted under a written agreement between the non-profit institution and XenogenBio.

5. The Material, and any progeny or derivatives derived directly or indirectly therefrom, may be transferred to other Nonprofit Organizations; provided that such Material (a) are used by such Nonprofit Organizations solely for internal non-commercial research purposes as listed in Section 4 herein, and (b) are
subject to a written material transfer agreement between Recipient and such Nonprofit Organizations having the terms set forth in Attachment B hereto.

6. Nothing in this material transfer agreement shall be construed as (i) granting to Recipient the right to practice methods claimed in U.S. patent number 4,873,191; or (ii) granting to Recipient any right, title or interest in or license under any of the patents and other intellectual property owned or controlled by XenogenBio or its parent company, Xenogen Corporation.

7. With respect to any questions regarding permitted uses of the Transgenic Materials, Recipient should contact:

   Xenogen Biosciences
   5 Cedar Brook Drive
   Cranbury, NJ 08512
   Fax number: 609-860-8515

8. Recipient agrees that any person utilizing the Material within Recipient Institution will be advised of and shall be subject to the conditions of this Agreement.

The Parties agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives.

**Institution:**

_________________________________
By: Thomas R. Sharpe, Ph.D.
Title: Executive Director, Office of Technology & Special Projects
Date: __________________________

**Recipient Institution:**

_________________________________
By: ____________________________
(signature of authorized representative)  By: ____________________________
(signature of Investigator)
Title: ____________________________
(name of Investigator)
Date: ____________________________  Date: ____________________________
Attachment B

Non-Commercial Material Transfer Agreement
Between ____________ [Recipient Institution] and ____________ [Nonprofit Organization] For Transgenic Animals and Transgenic Materials

___________ [Recipient Institution] ("Provider Institution") is willing to provide Transgenic Animals and Transgenic Materials (defined below) to ____________ [Nonprofit Organization] ("Transferee Institution") (hereinafter collectively "Transferee") solely for the internal academic non-profit research purposes as described below, under the following terms.

1. Upon execution of this agreement, Provider Institution shall provide Scientist samples of the Material. "Material" as used herein means ________________ "Transgenic Animal", and any cell line or progeny derived directly or indirectly therefrom.

2. The Material was made using methods claimed in U.S. patent number 4,873,191, which is exclusively licensed to Xenogen Biosciences (XenogenBio).

3. If Transferee has a sublicense from XenogenBio, Transferee may use the Material subject to the terms of that license. Alternatively, Transferee shall be subject to paragraphs 4, 5, 6, 7, and 8 below.

4. Transferee may use the Material solely for its internal non-commercial biomedical research purposes, provided however, that such research purposes specifically excludes without limitation, use of the Material (i) for any human in vivo use whatsoever, or for any human in vitro diagnostic or therapeutic applications, (ii) for development of hemoglobin for human use, (iii) in any manner in the field of xenograft solid organ transplantation; (iv) to develop products for the prevention of acute organ transplantation rejection episodes through pretreatment manipulation of the Transgenic Animals; (v) to develop diagnostic tools to identify compatibility between organ donors and recipients using soluble human leukocyte antigen technology; or (vi) for any commercial purpose or for the benefit of any for-profit institution. Transferee shall not use the Material in the development, manufacture, use, lease, sale (or other transfer for consideration) or importation of any product for sale (or lease or other transfer of a product for consideration). Transferee shall not use the Material to generate scientific data or information that is conveyed to a third party for consideration, except as may be permitted under a written agreement between the non-profit institution and XenogenBio.
5. The Material, and any progeny or derivatives derived directly or indirectly therefrom, may not be transferred by the Transferee to any third parties.

6. Nothing in this materials transfer agreement shall be construed as (i) granting to Transferee the right to practice methods claimed in U.S. patent number 4,873,191; or (ii) granting to Transferee any right, title or interest in or license under any of the patents and other intellectual property owned or controlled by XenogenBio or its parent company, Xenogen Corporation.

7. With respect to any questions regarding permitted uses of the Transgenic Materials, Transferee should contact:
   Xenogen Biosciences
   5 Cedar Brook Drive
   Cranbury, NJ 08512
   Fax number: 609-860-8515

8. Transferee agrees that any person utilizing the Material within Transferee Institution will be advised of and shall be subject to the conditions of this Agreement.

The Parties agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives.

_______________________ [Provider Institution]
By:_________________________
Title:_______________________
Date:_______________________

_______________________________
Transferee Institution
By:______________________________
(signature of authorized representative)
Title:____________________________
Date:____________________________

By:__________________________
(signature of investigator)

 ____________________________
(name of investigator)
Date:_________________________