**Materials Transfer Agreement**

This Agreement, between \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Provider”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, an academic institution located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Recipient”), governs an arrangement whereby Provider makes available to Recipient the following biological Materials with a specific mutation in a specified portion of a gene (the “Requested Mutation”), *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*for use in the research project devoted to characterize and investigate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient intends to agree to the terms for such an arrangement set by Texas A&M AgriLife Research (“AgriLife”), a Member of the Texas A&M University System and an agency of the State of Texas on behalf of the Texas A&M Institute for Genomic Medicine (“TIGM”), an institute of AgriLife. The parties agree as follows:

1. Definitions. For purposes of this Agreement, the following definitions apply:
   1. “Materials” means Requested ES Cells, Requested Mice, Progeny of the Requested Mice, and cells, tissues and other biological materials derived from Requested Mice or Progeny of the Requested Mice, but not Progeny, cells, tissues or other biological materials that do not contain the Requested Mutation.
   2. “Person” means any natural person, educational institution, government or governmental subdivision or agency, corporation, business trust, estate, trust, partnership, association, or other legal entity.
   3. “Progeny” means mice, including successive generations of mice that are produced, developed or derived by Provider directly or indirectly from the Requested ES Cells or a Requested Mouse progenitor including, without limitation, by breeding or rederivation.
   4. “Provider IP” means any patents and other intellectual property rights in inventions created by Provider using Materials.
   5. “Requested ES Cells” means ES Cells with the Requested Mutation.
   6. “Requested Mouse” means a mouse with the Requested Mutation.
2. Ownership. This Agreement does not transfer any of AgriLife’s rights in the Requested Mutation, and AgriLife retains its ownership of the Requested Mutation in any Materials. AgriLife shall have no ownership interest with respect to any mutation, other than the Requested Mutation, contained in any Materials.  Any Provider IP shall be owned by the Provider. AgriLife claims no ownership in any patents or other intellectual property rights in inventions created using the Requested Mutation and other Materials.
3. Limitations on Use of Materials. The Recipient may use Materials solely for Recipient’s research purposes. The Recipient may not sell any Materials or use them for any commercial purpose including, but not limited to, contract research services and any research activities in which a fourth party has rights to obtain the assignment, sale, lease, license (including an option for a license) or transfer of resulting invention(s); provided, however, that Recipient may perform research funded by the United States government in which the United States government has rights under Title 35, United States Code.
4. Transfer by Recipient.  The Recipient may not transfer, by sale or otherwise, any of the Materials to any Person, other than a transfer without consideration to (a) a university or non-profit entity or (b) any agency or unit of any federal, national, state, provincial, county, city or other government, domestic or foreign. Any such permitted transfer shall be subject to a material transfer agreement that (a) permits the use of Materials by such Person solely for teaching or not for profit research purposes, (b) prohibits the sale or transfer of such Materials by such Person to any other party, and (c) obligates such Person to return or destroy such Materials upon the completion of its teaching or not for profit research project.  The Recipient shall give TIGM written notice of any permitted transfer and a copy of the required agreement; TIGM's receipt of such agreement shall not constitute its approval of any deviation from the requirements in the Texas A&M Institute for Genomic Medicine Agreement for Mutant Mice executed between TIGM and Provider.
5. Third Party Beneficiary. AgriLife and Lexicon Pharmaceuticals, Inc., a Delaware corporation, are third party beneficiaries of this Agreement and each may enforce all restrictions on the transfer and use of the Materials.
6. The Recipient may use the MATERIALs only in scientific research as follows:
   1. Recipient may use the Materials solely for its internal non-commercial biomedical research purposes in the specific project described above. Recipient may not use the Materials to generate scientific data or information that is conveyed to a third party for consideration. Notwithstanding the foregoing, Recipient may present scientific data and information obtained as a result of said project at symposia, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise for research and educational purposes of Recipient’s choosing.
   2. The Materials (a) may be used for teaching or not-for-profit research purposes only by the undersigned and those under his or her direct supervision, (b) may not be used in human subjects, and (c) may not be used for any direct or indirect commercial applications.
   3. The Recipient shall use the Materials in a safe manner, in compliance with all applicable laws and regulations.
7. Provider is not responsible in any way for use or misuse of the Materials. The Materials are experimental in nature, and are provided without any warranties, express or implied, including without limitation warranties of merchantability and fitness for a particular use. Provider makes no representation and provides no warranty that the use of Materials will not infringe any patent or other proprietary right.
8. The Recipient shall be solely responsible for its own acts and omissions related to Recipient’s obligations under this Agreement.
9. Recipient shall acknowledge TIGM in any presentations and publications reporting use of the Materials. Recipient shall give TIGM written notice of any such publication at least 14 days prior to publication.
10. The parties may sign this Agreement in duplicate counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

AGREED AND ACCEPTED:

**FOR PROVIDER:**

Authorized signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Place and Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE RECIPIENT INSTITUTION:**

Authorized signature:

Name:

Title:

Place and Date:

**Read & Acknowledged by RECIPIENT Scientist:**

Signature: