

Note: this letter may contain additional binding terms
see page 2

For the complete terms of the UBMTA please see:
<http://www.autm.net/ubmta/UBMTAWord.doc>

UBMTA Implementing Letter

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Uniform Biological Material Transfer Agreement ("UBMTA") March 8, 1995 (attached hereto as Exhibit A), and to certify that the RECIPIENT (identified below) organization has accepted and signed an unmodified copy of the UBMTA. The RECIPIENT organization's Authorized Official also will sign this letter if the RECIPIENT SCIENTIST is not authorized to certify on behalf of the RECIPIENT organization. The RECIPIENT SCIENTIST (and the Authorized Official of RECIPIENT, if necessary) should sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER SCIENTIST will forward the material to the RECIPIENT SCIENTIST upon receipt of the signed copy from the RECIPIENT organization.

Please fill in all of the blank lines below:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL:

Organization: The General Hospital Corporation
Address: d/b/a Massachusetts General Hospital
55 Fruit St.
Boston, MA 02114 U.S.A.

2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL:

Organization: University of Rochester
Address: Office of Research & Project Administration
518 Hylan Building, Box 270140
Rochester, New York 14617-0140

3. ORIGINAL MATERIAL (Enter description):

IL1-sgt2-Cre strain of mice

4. Termination date for this letter (optional): 2 years from the date of the last signature hereto

5. RECIPIENT shall reimburse the PROVIDER \$200/cage for the reasonable costs of preparation and shipping of the mice, to be determined by PROVIDER SCIENTIST.

Additional Binding Terms:

RECIPIENT acknowledges that the MATERIAL is not owned by PROVIDER, and is only being supplied by PROVIDER at the request of the MATERIAL's owner, Université de Nice Sophia Antipolis. RECIPIENT shall be responsible for obtaining permission from Université de Nice Sophia Antipolis to use the MATERIAL, attached hereto and incorporated herein as Exhibit A.

In the event of any conflict between the terms of the UBMTA and any additional binding terms set forth herein, such additional binding terms shall govern.

This Implementing Letter is effective when signed by all parties. The parties executing this Implementing Letter certify that their respective organizations have accepted and signed an unmodified copy of the UBMTA with additional binding terms above, if any, and further agree to be bound by its terms, for the transfer specified above.

If RECIPIENT ORGANIZATION is not a signatory of the UBMTA Master Agreement published in the Federal Register on March 8, 1995, RECIPIENT ORGANIZATION agrees to be bound by the terms of the UBMTA with additional binding terms above, if any, for the purposes of this transaction only.

PROVIDER SCIENTIST certifies having read and understood the entire agreement:

Name: Murat Bastepa, MD, Ph.D

Title: Medicine/Endocrine Unit

Address: Massachusetts General Hospital Thier Building
Boston, MA 02114

Signature: 

Date: 11/8/13

RECIPIENT SCIENTIST certifies having read and understood the entire agreement:

Name: Jindong Chen, PhD

Title: Research Associate Professor

Address: Department of Urology

University of Rochester Medical Center

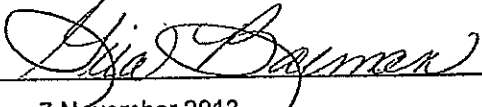
601 Elmwood Avenue, Box 656

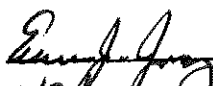
Rochester, New York 14642

Signature: 

Date: 7 November 2013

RECIPIENT ORGANIZATION CERTIFICATION

Authorized Official: Gila Balman
Title: Material Transfer Administrator
Address: Office of Research & Project Admin.
518 Hylan Building, Box 270140
Rochester, New York 14627-0140
Signature: 
Date: 7 November 2013

PROVIDER ORGANIZATION CERTIFICATION
Authorized Official: Erin N. Nung, J.D.
Transactional Affairs
Research Ventures & Licensing
Partners Healthcare Systems, Inc.
Title: _____
Address: 101 Huntington Avenue, 4th Floor
Boston, MA 02199
Signature: 
Date: 11/8/2013

TO THE RECIPIENT SCIENTIST:

PLEASE SUBMIT THIS AGREEMENT FOR REVIEW AND APPROVAL BY THE APPROPRIATE OFFICE AT YOUR INSTITUTION. IF ACCEPTABLE, PLEASE SIGN THE AGREEMENT IN DUPLICATE. ONE AGREEMENT IS TO BE KEPT BY YOUR INSTITUTION FOR ITS FILES, THE OTHER RETURNED BY FAX AND MAIL TO:

fax: (617) 954-9361
mail: Attn: Ben Montgomery, J.D.
Associate
Research Ventures & Licensing
101 Huntington Ave. 4th Floor
Boston, MA 02199
tel: (617) 954-9525
e-mail: bmontgomery@partners.org

UNIVERSITE DE NICE-SOPHIA ANTIPOLIS
Faculté des Sciences
LP2M-Laboratoire PhysioMédecine Moléculaire
CNRS FRE 3472

I. Rubera and M. Tauc from the LP2M-Laboratoire PhysioMédecine Moléculaire, Université de Nice-Sophia Antipolis are pleased to provide Dr. Chen and University of Rochester the following material subject to the following terms and conditions :

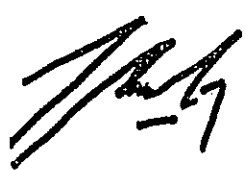
- * the iL1-Sgt2-Cre transgenic mouse strain that express the recombinase Cre under the control of sgt2 promoter.
 - * I. Rubera and M. Tauc hereby grant permission for Dr. Bastepe and Harvard Medical School to transfer above referenced strain to Dr. Chen at the University of Rochester.
 - The Material shall remain the sole property of the LP2M. This mouse strain shall not be distributed to any other parties or taken to another institution or company without the prior written consent of the LP2M (Isabelle RUBERA or Michel TAUC).
 - This mouse strain will be used only for academic, non commercial research purposes by the investigator at the institution identified below. The Material will be used only as follows: The mouse strain will be used for knockout of the kidney cancer related gene FLCN in mouse proximal tubules.
 - Neither this mouse strain will be used for any research which is sponsored by or otherwise conducted for the benefit of any for-profit organization.
 - This mouse strain may not be used in research, diagnosis or treatment involving human subjects.
 - You agree to acknowledge the LP2M as the source of the Material in all publications containing any data or information obtained with this mouse strain.
 - This Agreement may not be modified except by a written instrument signed by all parties.
- If you agree to accept this Material under the above conditions, this agreement should be signed and date by the Investigator and returned to Isabelle RUBERA or Michel TAUC.

LP2M-Laboratoire PhysioMédecine
Moléculaire

By: I. RUBERA

Title: CR-CNRS

Date: 11/05/2013



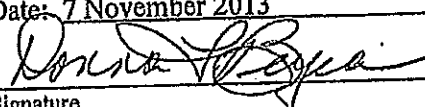
Université de Nice Sophia Antipolis
Laboratoire de PhysioMédecine Moléculaire
LP2M CNRS FRE3472
Parc Valrose


Name of Institution
University of Rochester

By: Donna L. Beyea
Authorized Representative

Title: Associate Director, Office of Research
& Project Administration

Date: 7 November 2013


Signature

Read & Understood 

Signature of Investigator : Jindong Chen, PhD
Title: Research Associate Professor
Date: 7 November 2013