



The following document '**Simple Letter Agreement for Requesting Lexicon Pharmaceuticals, Inc. Stocks from the Mutant Mouse Resource & Research Centers**' should be signed by an AUTHORIZED ACADEMIC INSTITUTION OFFICIAL (e.g., a technology licensing officer). Please have them email the fully executed document to the MMRRC ICSC at service@mmrrc.org.

In an effort to improve efficiency, the MMRRC has now gone to an institutional version of this agreement that only requires a one-time signature by your institution official. Your institution official will then be sent any updates to Exhibit A of this agreement as new orders are received and processed for your institution from this collection.

You can check our [Institutional Lexicon MTA fulfilled](#) page to see if your institution has already executed this agreement.

Please contact us at service@mmrrc.org if you have any questions or concerns regarding this new agreement.

Should your institution require a paper copy, please send fully executed original to:

MMRRC ICSC Customer Service

University of California, Davis

Mouse Biology Program

2795 Second Street, Suite 400

Davis, CA 95618

Thank you!

**Simple Letter Agreement for Requesting Lexicon Pharmaceuticals, Inc. Stocks
from the Mutant Mouse Regional Resource Centers**

Definitions

"*ACADEMIC INSTITUTION*" means any academic, non-profit or governmental entity or institution worldwide.

"*COMMERCIAL ENTITY*" means any entity that is not an Academic Institution, including for-profit corporations and commercial *spin-offs* or *spin-outs* from an Academic Institution; provided that commercial "spin-offs" or "spin-outs" whose technologies are based on results derived from Academic Research conducted by an Academic Institution, but which do not themselves possess or use any MATERIALS, are not Commercial Entities.

"*CONTRACT RESEARCH*" means research or development activities involving use of MATERIALS that are conducted by or at an Academic Institution where (a) such activities are directly or indirectly supported financially by a Commercial Entity, (b) the Commercial Entity, rather than the Academic Institution, is primarily responsible for establishing the research plan and goals of such activities, (c) the Commercial Entity obtains material rights (which includes an option to obtain an exclusive license of all commercial rights) in the intellectual property resulting from such activities, and (d) the Academic Institution does not retain material commercial rights to exploit such resulting intellectual property. Contract Research does not include CRADAs or Academic Research as described below, under "Field of Use" definition section.

"*FIELD OF USE*" means (1) all teaching, research and development activities conducted by faculty, researchers, students and other employees of any Academic Institution, whether or not resulting in patentable inventions and whether or not published ("Academic Research"); (2) any and all research and development activities conducted at an Academic Institution pursuant to a United States Government Cooperative Research and Development Agreement (CRADA) or substantially similar agreement under the laws of other countries; and (3) Academic Research that is conducted at the facilities of an Academic Institution in conjunction with personnel of one or more Commercial Entities, whether or not such Academic Institution generally financially supported by such Commercial Entities, whether or not personnel from such Commercial Entities participate in such activities and whether or not such Commercial Entities obtain or have the right to obtain ownership or licenses to the resulting intellectual property; provided, however, that the Field of Use excludes Contract Research.

"*MATERIAL*" means any specific Lexicon KO mouse material specified in Exhibit A, received under NIH contract HHSN29120055549C or under any agreement between Lexicon and another Academic Institution pursuant to which such Academic Institution is obligated to deposit such Lexicon KO mouse materials to MMRRC and any copies (including regenerated or regrown lines), unmodified portions and progeny thereof.

"*MMRRC*" means Mutant Mouse Regional Resource Centers.

"*MMRRC CENTER*" means the facility or institution storing and shipping MMRRC material(s).

"*MMRRC ICSC*" means the MMRRC Informatics, Coordination and Service Center.

In response to the ACADEMIC INSTITUTION's request for the MATERIAL, the MMRRC requires that the ACADEMIC INSTITUTION agrees to the following before the ACADEMIC INSTITUTION receives the MATERIAL:

1. The MATERIAL is made available through the MMRRC to the ACADEMIC INSTITUTION as a service to the research community.
2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING.
3. The MATERIAL will be used for internal non-commercial purposes only in the FIELD OF USE.
4. ACADEMIC INSTITUTION acknowledges and agrees that it has no right or authority to distribute or transfer any MATERIAL to any third party, other than: (i) to another ACADEMIC INSTITUTION that is also a party to a Simple Letter Agreement with the MMRRC for such MATERIAL, even if such other ACADEMIC INSTITUTION does not receive any MATERIAL other than the MATERIAL you transfer to it; (ii) to a COMMERCIAL ENTITY that is otherwise independently licensed by Lexicon Pharmaceuticals to use such MATERIAL; or (iii) to an academic research collaborator pursuant to a material transfer or other similar agreement that expressly restricts use to the FIELD OF USE and prohibits further transfer of the MATERIAL to any third party.
5. The ACADEMIC INSTITUTION agrees to acknowledge Lexicon Pharmaceuticals and the MMRRC as the source of the MATERIAL in any presentations and publications reporting use of the MATERIAL.
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE MMRRC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless

In addition to this Agreement, the MMRRC requires completion of an MMRRC order request.
Simple Letter Agreement for Lexicon Materials

prohibited by law, Academic Institution assumes all liability for claims for damages against it by third parties which may arise from the ACADEMIC INSTITUTION'S use, storage or disposal of the Material.

7. The ACADEMIC INSTITUTION agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including, for U.S. ACADEMIC INSTITUTIONS, applicable U.S. Federal statutes and Public Health Service policies for the use and care of laboratory animals (see 7 USC 2131 et. Seq.). Non U.S. ACADEMIC INSTITUTIONS agree to adhere to all applicable governmental standards for humane care and use of animals and assures the MMRRC CENTER that it has appropriate animal care and use policies in place. The "Public Health Service Policy on Humane Care and Use of Laboratory Animals" and "Guide for the Care and Use of Laboratory Animals" are examples of acceptable standards for humane care of the use of research animals.

8. The MATERIAL is provided by the MMRRC CENTER with a transmittal fee solely to reimburse the MMRRC CENTER for its preparation and distribution costs (excluding freight charges). Charges for freight shipping must be paid by the ACADEMIC INSTITUTION.

An AUTHORIZED ACADEMIC INSTITUTION OFFICIAL (e.g., a technology licensing officer) must sign and submit this letter to the MMRRC before the MMRRC CENTER will send the MATERIAL to the ACADEMIC INSTITUTION.

ACADEMIC INSTITUTION INFORMATION and AUTHORIZED ACADEMIC INSTITUTION SIGNATURE
(Incomplete information could delay order)

Organization: _____
Address: _____
Telephone: _____ Fax: _____ Email: _____

Certification of Authorized ACADEMIC INSTITUTION Official: I agree that the MATERIAL is being provided for internal non-commercial research purposes only. I also agree that prior to any commercial use, I shall first obtain appropriate consent for such commercial use.

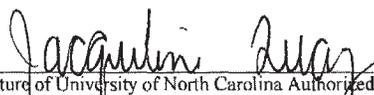
Signature of Authorized ACADEMIC INSTITUTION Official _____ Date _____

Name of Authorized ACADEMIC INSTITUTION Official _____

Title of Authorized ACADEMIC INSTITUTION Official _____

E-mail of Authorized ACADEMIC INSTITUTION Official _____

Signature of MMRRC Authorized Officials


Signature of University of North Carolina Authorized Official

Jacqueline Quay
Name of University of North Carolina Authorized Official

Interim Director, OTD
Title of University of North Carolina Authorized Official

Signature of University of California, Davis Authorized Official

Dianna L. Francis

Name of University of California, Davis Authorized Official

Intellectual Property Officer III, Contracts Team Lead

Title of University of California, Davis Authorized Official

Please send an executed document to the MMRRC ICSC. The ICSC will process your request and forward to the appropriate MMRRC CENTER:

MMRRC ICSC Customer Service

Email: service@mmrrc.org

Fax: (530) 757-3284

Mail: University of California, Davis
Mouse Biology Program
2795 Second Street, Suite 400
Davis, CA 95618

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