

**Memorandum of Understanding**  
between  
**E.I. DuPont de Nemours and Company**  
and  
**Public Health Service**  
U.S. Department of Health and Human Services

This Memorandum Of Understanding (hereinafter "Agreement"), effective July 1, 1999, by and between the Public Health Service of the U.S. Department of Health and Human Services as represented by the Office of Technology Transfer, having an address at National Institutes of Health, 6011 Executive Boulevard, Suite 325, Rockville, Maryland 20852 ("PHS") and E.I. DuPont de Nemours and Company, a Delaware corporation having a principal place of business at 1008 Market Street, Wilmington, Delaware 19898 ("DuPont"). PHS and DuPont are referred to herein as the "Parties".

WHEREAS certain technologies claimed in U.S. Patents 4,736,866, 5,087,571 and 5,925,803, and corresponding foreign patents, concerning transgenic non-human mammals and cells derived therefrom containing a recombinant activated oncogene sequence, that have usefulness in basic research conducted or funded by PHS as well as utility for commercial applications; and

WHEREAS PHS has a basic mission on behalf of the U.S. government for the conduct and support of health research performed at its own facilities or through funding agreements to other institutions ("Recipient Institutions"); and

WHEREAS U.S. Patents 4,736,866, 5,087,571 and 5,925,803, and corresponding foreign patents, and any patents granted on any divisional and continuation applications thereof ("Harvard Patent Rights") have been exclusively licensed to DuPont by Harvard University.

NOW, THEREFORE, the Parties hereby agree to the following terms and conditions regarding use of Harvard Patent Rights for research conducted by PHS or Recipient Institutions.

(1) DuPont agrees that PHS can use without cost the Harvard Patent Rights for its biomedical research purposes, *provided however*, that such research purposes specifically excludes the use of any transgenic non-human mammals (or cells derived therefrom) which are covered by the Harvard Patent Rights ("Material") for any commercial purpose or for the direct benefit of any for-profit institution. Accordingly and without limitation, PHS is not permitted under this Agreement to use any Material to test compounds for any commercial purpose or for the direct benefit of any for-profit institution or use the Materials for the production of products for any commercial purpose or for the direct benefit of any for-profit institution. Any such use is outside the scope of this Agreement and shall only be permitted by DuPont under the terms of a separate written agreement between PHS and DuPont or as otherwise permitted to PHS under its authorities as a U.S. government agency.

(2) If in the course of its research program PHS makes a Material that it wishes to transfer to a non-profit institution, PHS agrees that it may do so only under a Material Transfer Agreement incorporating at least the following conditions:

(a) The non-profit institution may use the Material for its internal noncommercial research purposes only. The Material will not be used for any commercial purpose or for the direct benefit of any for-profit institution (except as may be permitted under a written agreement between the non-profit institution and DuPont). Accordingly and without limitation, the recipient non-profit institution is not permitted under this Material Transfer Agreement to use any Material to test compounds for any commercial purpose or for the direct benefit of any for-profit institution or use the Materials for the production of products for any commercial purpose or for the direct benefit of any for-profit institution.

(b) The Material may not be transferred by the non-profit institution to any third parties (except as may be permitted under a written agreement between the non-profit institution and DuPont).

(c) The non-profit institution is notified by PHS of the existence of Harvard Patent Rights and the exclusive license thereof to DuPont, and that the restrictions set forth under (a) and (b) above shall exist only during the term of the Harvard Patent Rights.

(d) With respect to further license rights under the Harvard Patent Rights, the non-profit institution should contact:

Director, Corporate Technology Transfer  
E.I. DuPont de Nemours and Company  
Chestnut Run Plaza, 708/138B  
Wilmington, Delaware 19807-0708  
telephone: 302-999-3249  
fax number: 302-999-3254

with copy to:

Vice President, Product Planning & Acquisition  
DuPont Pharmaceuticals Company  
974 Centre Road, Chestnut Run Plaza, WR722  
Wilmington, Delaware 19807-2802  
fax number: 302-992-3040

(3) If in the course of its research program PHS makes a Material that it wishes to transfer to a for-profit institution, PHS agrees that it may do so only under a License or Material Transfer Agreement incorporating at least the following conditions:

(a) The for-profit institution is notified by PHS of the existence of Harvard Patent Rights and the exclusive license thereof to DuPont.

(b) The for-profit institution is notified by PHS that upon its application for a License or Material Transfer Agreement, PHS will be providing notice to DuPont of the identity of both the for-profit institution and the Material to be transferred.

(c) The for-profit institution is notified by PHS that use of the Material requires a license from DuPont and that a fee (in addition to any fee or royalty payable to PHS) will be payable to DuPont by the for-profit institution in consideration of transfer of the Material to the for-profit institution (except as may be otherwise permitted under a written agreement between the for-profit institution and DuPont).

(d) No license is granted either expressly or by implication to the for-profit institution by PHS to Harvard Patent Rights.

(e) With respect to license rights under the Harvard Patent Rights, the for-profit institution should contact:

Director, Corporate Technology Transfer  
E.I. DuPont de Nemours and Company  
Chestnut Run Plaza, 708/138B  
Wilmington, Delaware 19807-0708  
telephone: 302-999-3249  
fax number: 302-999-3254

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DuPont Pharmaceuticals Company  
974 Centre Road, Chestnut Run Plaza, WR722  
Wilmington, Delaware 19807-2802  
fax number: 302-992-3040

PHS agrees to provide DuPont prompt notification of the identity of the for-profit institution and the Material to be transferred in accordance with (b) above.

(4) Upon DuPont's written request, PHS agrees to provide without cost reasonable quantities of any Material that it makes in the course of its research program to DuPont for research purposes.

(5) DuPont agrees that it shall make Harvard Patent Rights available for use by non-profit Recipient Institutions under separate written agreements in accordance with the terms and conditions outlined above. DuPont agrees that any non-profit Recipient Institutions currently licensed under the Harvard Patent Rights may amend its license, in a separate written agreement, in accordance with the terms and conditions outlined above.

(6) This Agreement and the obligations hereunder shall be in effect only during the term of the Harvard Patent Rights.

IN WITNESS WHEREOF, the Parties agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives.

**E.I. DuPont de Nemours  
and Company**

**Public Health Service**

By: /s/

By: /s/ 18 January 2000

Name: Dr. Randolph J. Guschl

Name: Dr. Maria C. Freire

Title: Director, Corporate Technology  
Transfer

Title: Director, Office of Technology  
Transfer, National Institutes of Health