Filling instructions
for Standard Material Transfer Agreements (SMTAs)
for academic centres (non-profit)

Please choose the appropriate SMTA version from the two versions included in this file:

- **All researchers** except U.S. government institutions:
  Please fill in the **general SMTA** (pages 2-5 of this PDF file)
- **Researchers from U.S. government institutions**:
  Please fill in the **U.S. government version** of the SMTA (pages 6-9 of this PDF file)

1. Carefully fill in all information of the respective SMTA version (including Annex).
2. **Print two hard copies*** and have the authorized legal representative(s) and the recipient scientist sign both originals
3. Send an e-mail with the completed form in advance to material-transfer@helmholtz-muenchen.de
4. Send both signed originals of the SMTA for counter signature to:

Helmholtz Zentrum München
Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH)
Legal Affairs
Ingolstaedter Landstr. 1
D-85764 Neuherberg
Germany

*If your institution does not require a wet-ink copy, you can also send us one original by post and we willreturn a PDF copy of the executed MTA for your files by email.

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HelmholtzZentrum münchen
Deutsches Forschungszentrum für Gesundheit und Umwelt

Standard Material Transfer Agreement

for Non-commercial Recipients only

This Standard Material Transfer Agreement (hereinafter referred to as the "*SMTA*") is concluded by and between
Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH)
Ingolstaedter Landstrasse 1, D-85764 Neuherberg, Germany

(hereinafter referred to as the "*Provider*")

and

"Recipient".

1. Definitions

1.1 Upon request the Provider shall provide to the Recipient the material as described and quantified in Annex 1, hereinafter referred to as the "Original Material". Annex 1 constitutes an integral part of this SMTA.

1.2 "Recipient" is the legal entity as identified in Annex 1.

1.3 "Recipient Scientist" is the scientific employee of Recipient performing the intended experiments with Material as identified in Annex 1.

1.4 "Progeny" is defined as unmodified descendant from the Original Material, such as virus from virus, cell from cell, or organism from organism.

1.5 "Unmodified Derivatives" are substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material, e.g. subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line.

1.6 "Modifications" are substances created by the Recipient which contain/incorporate the Material, e.g. crosses, breeding varieties, cell fusions, subcloning etc.

1.7 The "Material" which, regarding the inherent intellectual property rights, is and remains the exclusive property of the Provider, comprises the Original Material, any Progeny, Unmodified Derivatives, the Original Material contained in Modifications and proprietary information concerning the Original Material.

2. Use of the Material

2.1 The Recipient shall use the Material in compliance with all laws and regulations applicable to such Material in the Recipient's place and country, including guidelines for work with recombinant DNA. The Material being experimental in nature must not be used in humans or animals unless - where applicable - explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals.

2.2 The Material shall be used exclusively for the purposes described in Annex 1. It must not be released to any person other than the Recipient's Scientist/s named above and staff under the Recipient's Scientist/s direct supervision who are bound by obligations not less strict than those set out herein. It shall be handled confidentially and forwarded to third parties only to the extent of Provider's prior written approval. The Recipient agrees not to file for any intellectual property protection relating to the Data or to results deriving from the Data.

2.3 Upon request, the Recipient shall inform the Provider on the status of its research.

3. Publications

3.1 The Recipient shall have the right to publish its findings and results related to the Material, provided that the Provider Scientist/s are either named as co-authors of the publication or cited as the source of the Material, according the respective contribution of the Material to the publication. The Recipient shall submit all publications four weeks prior to their public disclosure to the Provider. Provider agrees to keep Recipient's publication confidential until published by Recipient.

3.2 Publication manuscripts based on the Data have to be written in close collaboration with the Provider and have to be approved by the Provider before submission. Authorship needs to reflect the contribution of the Provider in generating the Data, section 3.1 shall apply mutatis mutandis.

4. Intellectual Property

4.1 Where the research involving the Data and/or Material or a Modification results in an invention or a patentable Modification of the Material, the Recipient and its Recipient Scientist/s shall promptly disclose this development to the Provider. Recipient and Provider shall decide in common about the inventorship, taking in due consideration the Provider's contribution to the invention through its Material and/or Data. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined The Recipient agrees not to file for any intellectual property protection relating to the Data or to results deriving from the Data, without prior written approval of Provider.

4.2 At Provider's request Recipient agrees to provide Provider for its internal research use with reasonable quantities of published materials developed, made or discovered in the course of Recipient's research studies using the Material, always provided that Recipient may fulfil this obligation with reasonable effort. Such transfer shall be free of charge, but an appropriate handling/shipping fee may be charged by Recipient.

4.3 Recipient agrees not to file for any intellectual property protection for Original Material.

5. Warranty and Liability

5.1 ANY MATERIAL AND DATA PROVIDED PURSUANT TO THIS SMTA IS UNDERSTOOD TO BE EXPERIMENTAL IN NATURE. IT MAY HAVE HAZARDOUS PROPERTIES. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE FITNESS OF THE MATERIAL AND/OR DATA FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL AND/OR DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

5.2 THE RECIPIENT ASSUMES ALL AND ANY LIABILITY FOR DAMAGES WHICH MAY ARISE FROM ITS USE, STORAGE OR DISPOSAL OF THE MATERIAL AND/OR DATA. THE RECIPIENT SHALL HOLD HARMLESS THE PROVIDER AND ITS SCIENTIST/S FOR ANY LOSS, CLAIM OR DEMAND WHICH COULD BE RAISED BY THE RECIPIENT, OR MADE AGAINST THE RECIPIENT BY ANY OTHER PARTY, DUE TO, OR ARISING FROM, THE USE OF THE MATERIAL AND/OR BY THE RECIPIENT, EXCEPT TO THE EXTENT CAUSED BY GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE PROVIDER.

6. Data Protection

In case the Material consists of human biological samples and/or data which are related to an individual subject the following applies:

6.1 "Data" means any information related to the Donor (as defined below), which is linked to or derived from the Material and which is pseudonymized/anonymized data, which the Recipient has requested to receive or which the Recipient has generated himself by the usage of the Material.
"Donor" means the individual subject from whom human biological samples and/or related Data were obtained.

6.2 The Recipient will refrain from any attempt of de-pseudonymization or re-identification and will inform the Provider immediately, if a de-pseudonymization or re-identification occurs, whether accidentally or on purpose.

6.3 The Recipient guarantees to process the Material and the Data in accordance with the applicable Data Protection Laws, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).
The Recipient is obliged to process the Data and Material solely (i) for the requested and approved purpose and only (ii) within the requested and approved period of time. The Recipient guarantees to process the Data solely in accordance with the applicable guidelines as well as with applicable institutional review board requirements, if any.

6.4 The Material and any Data shall be securely and appropriately protected from unauthorized access, use and theft. The Recipient warrants a level of security that is appropriate to protect Donors from potential risks caused by the processing of the Material and/or Data. The Recipient therefore undertakes the appropriate technical and organisational measures to exclude the risk as far as possible.

6.5 If the Recipient becomes aware of any unauthorized access or use of the Material or of the disclosure or unauthorized use of Data, the Recipient will inform the Provider immediately.

6.6 On request of a Donor, the Provider is obliged to provide information about the Data, to complete, to correct, to transmit, to block, to restrict or to erase Data regarding the Donor, which may include the destruction of Material, as far as the Material or the derived Data renders the re-identification of the Donor possible.
The Recipient guarantees to make every effort to support the Provider in these cases and to have processes in place, that enable the Recipient to take all necessary measures to fulfill the duties according to the GDPR and the BDSG.

6.7 After the purpose described in Annex 1 has been accomplished, the Recipient according to the sole discretion of the Provider immediately returns the Material to the Provider or destroys the Material. Furthermore, (i) in case of a request for deletion by Provider in line with applicable law and/or (ii) as soon as the storage of Data is no longer necessary for the approved purpose Recipient deletes all Data derived from or linked to the Material, as far as it renders the re-identification of the individual subject possible.
In both cases on request of the Provider, the Recipient is obliged to confirm the destruction of the Material and the deletion of the Data.

6.8 In case the Recipient is located outside the EU and outside the countries providing an adequate level of data protection as published by the EU, this MTA can only be signed by entering an additional agreement as regards data protection. The execution of the MTA together with an agreement on data protection ("Data Transfer Agreement") shall be in the sole discretion of Provider. In case of conflict, such Data Transfer Agreements shall prevail over this MTA as regards all questions on data protection.

7. Miscellaneous

7.1 The Original Material is provided cost-free; however, a handling fee may be charged for its preparation and shipment to the Recipient. As applicable, both items are specified in an accompanying letter to this SMTA.

7.2 The Provider is not liable for any failure to perform as required by this Agreement if the failure to perform is caused by circumstances reasonably beyond Provider's control, such as labour disturbances or labour disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, theft or other occurrences. Such other occurrences shall include pandemics which term shall include but is not limited to any disturbance caused by a pandemic or measures taken to prevent such a pandemic and/or the spread of any diseases whether initiated by the Provider itself or by a third party (such as but not limited to an agency, governmental body or any other third party the actions or non-performance of whom has an influence on the capability of the Provider to perform as required under this agreement) („Pandemic"). For the avoidance of doubt, there will be no refund on payments made to the Provider if force majeure is caused by a Pandemic, and, subject to the exceptions hereafter, it does not relieve the Recipient of any of its payment obligations for parts of, or costs covered by, this Agreement which are non-cancellable by the Provider.

7.3 This *SMTA* shall be construed according to the laws of the Federal Republic of Germany, under exclusion of any of its choice of law and venue principles. Any dispute arising from the interpretation and/or implementation of this *SMTA*, which cannot be settled amicably, shall be brought before a competent court of first instance in the city of Munich, Federal Republic of Germany.

7.4 This SMTA shall enter into force on the date of the last signature to it. It expires after five years or after conclusion of the experiments according to Annex 1, without prior notice by any of the parties. The provisions concerning Publications, Intellectual Property and Liability shall survive this expiration.

7.5 In the event the Material or part of it should be under physical control of the Recipient before this SMTA is signed, the terms and provisions shall apply for this Material retroactively.

The representatives hereby expressly certify and affirm that they are authorized to sign this agreement on behalf of their institution.

Done in duplicate

At Neuherberg, on _____

signed for and on behalf of the Provider
by its duly authorized representative

_____
Authorized representative's signature

Name: _____

Title: _____

Legal Affairs

At _____*, on*_____

signed for and on behalf of the Recipient
by its duly authorized representative

_____
Authorized representative's signature

Name: _____

Title: _____

_____
Recipient Scientist's signature

Name: _____

Title: _____

Please send the form via email to material-transfer@helmholtz-muenchen.de beforehand. Two **original copies** must follow. Please direct them to Legal Affairs.

Please note that any use of the Material or the HMGU Information for any **commercial purpose - or by, on behalf of or in collaboration with any for-profit entity** - requires a license from HMGU.
To obtain such a license, please contact HMGU by directing your request to: **licensing@helmholtz-muenchen.de**

ANNEX 1

Recipient's Institution full name and place of business (VAT number if applicable):	**Recipient principal scientist's name, full address, telephone number and e-mail:**
Address to send the material to:	**Recipient authorized official's name, full address, telephone number and e-mail:**
Provider's principal scientist making available the Material (if known):	
Description of the Material:	
Aims of the intended experiments:	

HelmholtzZentrum münchen
Deutsches Forschungszentrum für Gesundheit und Umwelt

Material Transfer Agreement

for non-commercial U.S. government institutions only

This Material Transfer Agreement (hereinafter referred to as the "*MTA*") is concluded by and between **Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH)**, Ingolstaedter Landstrasse 1, D-85764 Neuherberg, Germany (hereinafter referred to as the "Provider")

and **U.S. Government Recipient**.

1. Definitions

1.1 Upon request the *Provider* shall provide to the *US Government Recipient* the material as described and quantified in Annex 1, hereinafter referred to as the "*Original Material*". Annex 1 constitutes an integral part of this *SMTA*.

1.2 “U.S. Government Recipient” is the legal entity as identified in Annex 1.

1.3 “Recipient Scientist” is the scientific employee of Recipient performing the intended experiments with Material as identified in Annex 1.

1.4 "Progeny" is defined as unmodified descendant from the Original Material, such as virus from virus, cell from cell, or organism from organism.

1.5 "Unmodified Derivatives" are substances created by the US Government Recipient which constitute an unmodified functional subunit or product expressed by the Original Material, e.g. subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line.

1.6 "Modifications" are substances created by the US Government Recipient which contain/incorporate the Material, e.g. crosses, breeding varieties, cell fusions, subcloning etc.

1.7 The "Material" which, regarding the inherent intellectual property rights, is and remains the exclusive property of the Provider, comprises the Original Material, any Progeny, Unmodified Derivatives, the Original Material contained in Modifications and proprietary information concerning the Original Material.

2. Use of the *Material*

2.1 The *US Government Recipient* shall use the *Material* in compliance with all laws and regulations applicable to such *Material* in the *US Government Recipient's* place and country, including guidelines for work with recombinant DNA. The *Material* being experimental in nature must not be used in humans or animals unless - where applicable - explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals.

2.2 The *Material* shall be used exclusively for the purposes described in Annex 1. It must not be released to any person other than the *US Government Recipient's Researcher/s* named above and staff under their direct supervision who are bound by obligations not less strict than those set out

herein. It shall be handled confidentially and forwarded to third parties only to the extent of Provider's prior written approval.

2.3 Upon request, the *US Government Recipient* shall inform the Provider on the status of its research.

3. Publicatlons

The *US Government Recipient* shall have the right to publish its findings and results related to the Material, provided that the *Provider* researcher/s are either named as co-authors of the publication or cited as the source of the Material, according the respective contribution of the Material to the publication. The *US Government Recipient* shall submit all publications four weeks prior to their public disclosure to the *Provider. Provider* agrees to *keep US Government Recipient's* publication confidential until published by *US Government Recipient*.

4. Intellectual Property

4.1 Where the research involving the *Material* or a *Modification* results in an invention or a patentable *Modification* of the *Material,* the *US Government Recipient* and its *Researcher/s* shall promptly disclose this development to the *Provider. US Government Recipient* and *Provider* shall decide in common about the inventorship, taking in due consideration the *Provider's* contribution to the invention through its *Material.* Inventorship shall be determined according to applicable laws in the individual countries where the patent application is filed. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined.

4.2 At *Provider's* request *US Government Recipient* agrees to provide *Provider* for its internal research use with reasonable quantities of published materials developed, made or discovered in the course of *US Government Recipient's* research studies using the *Material,* always provided that *US Government Recipient* may fulfil this obligation with reasonable effort. Such transfer shall be free of charge, but an appropriate handling/shipping fee may be charged by *US Government Recipient.*

4.3 *US Government Recipient* agrees not to file for any intellectual property protection for *Original Material.*

5. Warranty and Liability

5.1 Any *Material* provided pursuant to this *SMTA* is understood to be experimental in nature. It may have hazardous properties. The *Provider* makes no representations and extends no warranties of any kind, express or implied, as to the fitness of the *Material* for a particular purpose, or that the use of the *Material* will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.

5.2 It is the intention of the *US Government Recipient* that *Provider* not is liable to *US Government Recipient* for any claims or damages arising from *US Government Recipient's* use of the Material. The *Provider* disclaims any and all liability associated with the transfer of the *Material.* Unless prohibited by law, the *US Government Recipient* assumes any and all liability for claims for damages which may arise from the use, storage, handling or disposal of the *Material* by *US Government Recipient,* except to the extent caused by gross negligence or wilful misconduct of the *Provider.*

6. Miscellaneous

6.1 The *Original Material* is provided cost-free; however, a handling fee may be charged for its preparation and shipment to the *US Government Recipient.* As applicable, both items are specified in an accompanying letter to this *SMTA.*

6.2 This *SMTA* shall be construed according to the laws of the Federal Republic of Germany, under exclusion of any of its choice of law and venue principles. Any dispute arising from the interpretation and/or implementation of this *SMTA,* which cannot be settled amicably within 60 days between two named scientific members of *US Govemment Recipient* and *Provider,* shall be settled by non-binding arbitration according to the arbitration rules of the International Chamber of Commerce, to the extent funds appropriated for this purpose are available to *US Govemment Recipient* and the cost to *US Govemment Recipient* does not exceed 25,000.- US$.

6.3 This *SMTA* shall enter into force on the date of the last signature to it. It expires after five years or after conclusion of the experiments according to Annex 1, without prior notice by any of the parties. The provisions concerning Publications, Intellectual Property and Liability shall survive this expiration.

6.4 In the event the Material or part of it should be under physical control of the *US Govemment Recipient* before this *SMTA* is signed, the terms and provisions shall apply for this *Material* retroactively. The representatives hereby expressly certify and affirm that they are authorized to sign this agreement on behalf of their institution. The signatories hereby expressly certify and affirm that this *SMTA* is identical with the pdf-file for down load on *Provider's* homepage.

Done in duplicate

At Neuherberg, on

signed for and on behalf of the Provider
by its duly authorized representative

_____
Helmholtz Zentrum München
German Research Center for Environmental Health (GmbH)
Legal Affairs

At ,on

signed for and on behalf of the Recipient
by its duly authorized representative

_____
Authorized representative's signature

Name:

Title:

_____
Recipient Scientist's signature

Name:
Title:

Please note that any use of the Material or the HMGU Information for any **commercial purpose - or by, on behalf of or in collaboration with any for-profit entity** - requires a license from HMGU.
To obtain such a license, please contact HMGU by directing your request to:
licensing@helmholtz-muenchen.de

ANNEX 1

Recipient's Institution full name and place of business (VAT number if applicable):	**Recipient principal scientist's name, full address, telephone number and e-mail:**
Address to send the material to:	**Recipient authorized official's name, full address, telephone number and e-mail:**
Provider's principal scientist making available the Material (if known):	
Description of the Material:	
Aims of the intended experiments:	