**MATERIAL TRANSFER AGREEMENT (MTA)**

Ludwig-Maximilians-University of Munich (LMU) („Provider“)

agrees to provide

……………………………………………………………………………….……….(„Recipient Company“)

with certain research material requested by Recipient Company for use by its scientist,

…………………………………………………………………………………………(„Scientist“),

subject to the terms and conditions set forth in this Material Transfer Agreement (the „Agreement“).

**1. The Material**

The Agreement applies to the transfer of

………………………………………………………………………………………….

(collectively, the „Material“) for use in Scientist’s research relating to studies of

…………………………………………………………………………………………..(the „Research“).

The Material is being made available by

…………………………………………………………………………………………….(„Investigator“)

and results from research conducted by Investigator as an employee of the LMU.

For the purpose of this Agreement, the term Material shall include any Derivatives and Modifications.

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/Handling**

2.1.The Recipient Company and the Scientist shall use the Material in compliance with all laws and regulations applicable to such Material in the Recipient Company's place and country, including guidelines for work with recombinant DNA. The Material, where experimental in nature, will not be used in human subjects or animals, in clinical trials or for diagnostic purposes involving human subjects or animals, unless - where applicable - explicitly admitted by an Ethics Committee or regulations on the treatment of laboratory animals.

2.2.The transfer of the Material constitutes a non-exclusive license to use the Material solely for the internal scientific research of Recipient Company. This Agreement does not restrict Provider’s right to distribute the Material to other commercial or to non-commercial entities.

2.3. Neither Scientist nor Recipient Company nor any other person authorised to use the Material under the Agreement shall make available any portion of the Material to any person or entity other than laboratory personnel under the Scientist’s immediate and direct control. No person authorised to use the Material shall be allowed to take or send the Material to any location other than the Scientist’s laboratory without the Provider’s prior written consent.

**3. Rights and Intellectual Property**

3.1. Legal title to the Material shall be unaffected by this Agreement or the transfer made hereunder, and nothing in this Agreement grants Recipient Company any rights under any patents. Nothing in this Agreement shall alter any rights the German Government may have with respect to the Materials. Except as otherwise provided in paragraph (2.3.) of this Agreement, Recipient Company and Scientist shall maintain the confidentiality of proprietary information respecting the Material. Recipient Company will hold the Material in trust solely for the purposes set forth in this Agreement.

3.2. Recipient Company acknowledges that the Material, including any Modifications of the Material, is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights except as stated in paragraph 2.2. are provided to Recipient Company under any patents, patent applications, trade secrets or other proprietary rights of the Provider. In particular, no express or implied licenses or other rights are provided to use the Material, Modifications or any related patents of the Provider for Commercial Purposes.

3.3. Recipient Company agrees that in the event Scientist/Recipient Company makes any invention, improvement or modification, whether patentable or not, based on the Material as a result of activities conducted under the Research, Recipient Company shall promptly bring such invention, improvement or modification and any patent application filed thereon to the attention of the Provider. Recipient Company shall grant to Provider an irrevocable, non-exclusive, royalty-free license to practice such invention, improvement or modification for scientific research purposes. In case of joint inventions, Provider and Recipient Company shall conclude in good faith a separate agreement concerning the use, patenting and commercialization of such joint inventions.

**4. Warranty**

The Material is experimental in nature and shall be used with prudence and appropriate caution, since not all of its characteristics are known. It may have hazardous properties.

THE MATERIAL IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY; EXPRESS OR IMPLIED. PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

**5. Publication**

5.1. Scientist and Recipient Company shall provide Investigator, on a confidential basis, with a description of the results generated with the material under the Research. If Scientist and Recipient Company wish to publish results of the Research, Scientist or Recipient Company will furnish Provider with a copy of the manuscript or abstract disclosing such results prior to submission thereof to any publisher not less than sixty days prior to publication to allow Provider an opportunity to protect proprietary or intellectual property relating to the Material that might be contained in such disclosure. If Recipient Company does not wish to publish such results the Provider is entitled to publish them.

5.2. Scientist and Recipient Company shall acknowledge Provider as the source of the Material in any publication of Research results. The Investigator will be granted authorship on scientific publications describing the results of the project.

**6. Liability**

In no event except those events caused intentionally or by gross negligence - shall Provider be liable for any use by Scientist or Recipient Company of the Material or for any loss, claim, damage, or liability, of any kind or nature, that may arise from or in connection with this Agreement or the use, handling, or storage of the Material. According to this Recipient Company agrees to indemnify and hold harmless Provider and Provider’s trustees, regents, officers, agents, and employees from any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgements against them arising out of the use or disposition of the Material by the Recipient Company.

**7. Termination**

7.1. Recipient Company shall have a period of six months from the date of receipt of the Material to evaluate such Material. At the end of the six-month period, Recipient Company will either enter into good faith negotiations with the Provider for a license or cooperation treaty, should these treaties still be available at that time, or destroy the Material within thirty days of the end of such period.

7.2. The Recipient Company shall, at the request of the Provider, return or destroy all unused Material.

7.3. The provisions concerning Publications, Rights and Intellectual Property as well as Liability shall survive this expiration.

**8. Regulations/Law**

8.1. This Agreement shall be governed by German law. The parties hereby submit to the exclusive jurisdiction of the courts of Germany in all matters concerning this Agreement. Any dispute shall be brought before a competent court of first instance in the city of München (Munich), Federal Republic of Germany.

8.2. This Agreement is not assignable.

**9. Fees**

The Material is provided cost-free

The signatories hereby expressly certify and affirm, that this MTA is identical with the pdf-file

for download on Provider’s homepage.

Done in duplicate

Ludwig-Maximilians-Universität München \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Geschwister-Scholl-Platz 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

D- 80539 München \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(for Provider: Referat IA6) (Recipient Company)

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(for Investigator: Institute) (Recipient Company’s Scientist)