

MATERIAL TRANSFER AGREEMENT

This material transfer agreement is made this ? day of ? 2002 by and between Christian Albrecht University Kiel, a non-profit organisation with registered office at Olshausenstr. 40, D-24098 Kiel, Germany (hereinafter "UNIVERSITY") and ??? (hereinafter "Recipient").

WITNESSETH :

Whereas UNIVERSITY owns the material described in Exhibit 1 (hereinafter "Material"),

Whereas Recipient wants to obtain Material for use in the research project described in Exhibit 2 (hereinafter "Research"),

Whereas UNIVERSITY is prepared to supply Recipient with Material under the terms and conditions as set forth hereinafter,

UNIVERSITY and Recipient agree as follows :

1. UNIVERSITY shall supply the Material to Recipient as soon as possible after the conclusion of this material transfer agreement.
2. UNIVERSITY shall remain the sole owner of the Material.
3. Recipient shall utilise the Material exclusively in its Research. Nothing in this Material Transfer Agreement shall be deemed to grant Recipient any rights under any patent or patent application, nor any rights to use the Material for any product or process for commercial purposes.
4. Recipient shall not transmit by any means whatsoever all or part of the Material to any third party without the prior and written consent of UNIVERSITY.
5. Recipient undertakes to limit access to the Material to those of its employees who have a need to know to execute the Research. Recipient undertakes to have any of its personnel involved in the Research comply with the provisions of this agreement.
6. Recipient shall keep confidential any or all of the information received and relating to the Material to any other party, unless UNIVERSITY has given its prior and written consent.
7. UNIVERSITY does not warrant that the use of the Material does not or will not infringe any patent. UNIVERSITY is under no obligation to obtain or

provide licenses that may be required for the use of the Material by the Recipient.

8. In consideration of UNIVERSITY providing the Material, Recipient agrees to promptly inform UNIVERSITY, in confidence, of any invention or development, whether patentable or not, conceived or reduced to practice by Recipient through the use of the Material (“Developments”).
9. Ownership of Developments will be negotiated in good faith between Recipient and UNIVERSITY, hereto depending upon the parties relative contribution to the Developments and any applicable law and regulations relating to inventorship.
10. Recipient grants to UNIVERSITY an irrevocable royalty-free non-exclusive license to use such and exploit such Developments and will negotiate in good faith, based on each party’s relative contribution, including the relative contribution of the Material to the creation of the Developments, the sharing of revenues derived from the licensing, sale, or commercialisation of any such Developments.
11. Recipient will have the right to publish and disclose the results of the Research. In order to balance this with UNIVERSITY’s proprietary interests, Recipient will submit the intended disclosure (e.g. a manuscript, abstract, patent application, poster, ...) to UNIVERSITY for review at least thirty (30) days prior to the scheduled disclosure date. UNIVERSITY may within this 30 day period request Recipient, in writing, to delete any reference to UNIVERSITY’s confidential information and/or to delay the intended disclosure for a maximum of an additional ninety (90) days. Recipient agrees to provide appropriate acknowledgement of the source of the Material and/or, if appropriate, co-authorship in all publications and presentations based on the use of the Material, in particular Recipient will consider Dr Saftig as co-author on publications disclosing the results of the Research.
12. Recipient will use the Material in compliance with all laws and regulations both nationally and internationally, including regulations for work with recombinant material. The material is experimental in nature, and is provided by UNIVERSITY with no warranties, express or implied, including any warranty of merchantability, title, or fitness for a particular use. Recipient will indemnify UNIVERSITY and hold UNIVERSITY harmless from any claims or liabilities which might arise as a result of Recipient’s use of the Material.

Any Material remaining upon completion of the Research shall be returned to UNIVERSITY or be destroyed.
13. This Material Transfer Agreement will be governed and interpreted in accordance with the German law.

To confirm agreement with the above terms, please have an authorised representative sign and date the agreement below. The signature of the investigator is optional.

Please return both originals to ?? . We will return one fully executed agreement to Recipient. Please indicate in your accompanying letter the responsible person (with address) to whom we have to send the Material.

Accepted by :

RECIPIENT

- Authorised representative

Name : _____
Title : _____
Institute/Company : _____
Department : _____
Address : _____
Signature : _____
Date : _____

- Investigator

Name : _____
Title : _____
Institute/Company : _____
Department : _____
Address : _____
Signature : _____
Date : _____

UNIVERSITY

- Authorised representative

Name : _____
Title : Chancellor
Institute/Company : CAU Kiel
Address : Olshausenstr. 40
24098 Kiel
Signature : _____
Date : _____

- Investigator

Name : Paul Saftig
Title : Prof.
Institute/Company : CAU Kiel
Department : Biochemical
Institute
Address : Olshausenstr. 40
24098 Kiel
Germany
Signature : _____
Date : _____

Exhibit 1

The materials that are covered under this agreement include :

which together with any parts or sub-units, descendants, progeny, mutants, mutations or other derivatives thereof are referred to as the "Material".

Exhibit 2 : Research

Recipient shall use the Material:

- to study