material transfer Agreement

Between

Medizinische Universität Innsbruck

Division of Dev. Immunology

represented

by

Prof. Dr. Andreas Villunger

Innrain 52

6020 Innsbruck

Austria

- hereinafter referred to as „PROVIDER“

and

**Name**

**Adress**

- hereinafter referred to as „RECIPIENT“ -

## Preamble

PROVIDER has developed Material in the course of academic research.

RECIPIENT wishes to conduct non-commercial research with said Material.

PROVIDER is willing to provide the Material to RECIPIENT under the following terms and conditions:

1. **Subject:**

“Material” shall mean the following biological material(s) including all progeny, subclones, and derivatives thereof:

Description of the Material

(hereinafter referred to as “Material”)

The Material shall be used by RECIPIENT only in non-commercial research to study amend the research purpose (hereinafter “Research“).

The Material is made available for investigational use only in laboratory animals or in vitro experiments and is not for use in humans. RECIPIENT agrees that the Material will not be used for any other purpose than the Research described above. Neither the Material nor any biological or other materials treated therewith will be used in human beings. PROVIDER shall label the Material “FOR NON-HUMAN RESEARCH ONLY”.

**2. Delivery:**

On the request of the RECIPIENT the Material is posted to RECIPIENT´s address. The PROVIDER will take all reasonable precautions to ensure proper packaging of Material for transportation purposes. RECIPIENT is responsible for the compliance with all laws and regulations concerning the delivery of the Material by PROVIDER. RECIPIENT has to submit PROVIDER all relevant information concerning the delivery.

PROVIDER however is not liable for any damages resulting out of the transportation of the Material either while en route or once received by RECIPIENT. The RECIPIENT shall be responsible for all costs, insurance and liability related to the transportation of the Material and shall reimburse the PROVIDER with the costs of transportation of the Material. Prior to transportation of the Material appointments shall be made regarding the transportation and any special requirements such as the temperature at which it should be maintained.

1. **Intellectual Property Rights:**

All right, title and interest in and to the Material shall be and remain in PROVIDER. No right or license is granted under this Agreement expressly or by implication. RECIPIENT agrees that if the Research utilizing the Material results in technology, or an invention, a material, or product, which may be commercially useful and/or patentable, RECIPIENT shall promptly notify PROVIDER in writing. RECIPIENT further agrees that nothing herein shall be deemed to grant to RECIPIENT any rights under any PROVIDER patents or any rights to use the Material, or technology, inventions, products, or other materials which result from Research utilizing the Material, whether patentable or not, for profit-making or commercial purposes. Any use of the Material by RECIPIENT for such purposes shall be subject to a separate agreement between PROVIDER and RECIPIENT which the parties agree to negotiate in good faith and containing terms affording appropriate compensation to PROVIDER for such use, and RECIPIENT agrees that profitmaking or commercialization activities will not begin before such an agreement is formalized.

PROVIDER retains a non-exclusive license to use all results generated by RECIPIENT in connection with the Material for internal non-commercial research and teaching purposes.

1. **Rights of PROVIDER:**

This Agreement does not restrict PROVIDER´s right to use and distribute the Material to other commercial and non-commercial entities.

1. **Disclosure:**

RECIPIENT agrees not to distribute, transfer, release or in any way disclose the Material to any person or entity other than laboratory personnel under RECIPIENT’s supervision, and shall ensure that no one will be allowed to take, distribute, transfer, release or in any way disclose the Material to any third party, without the prior written consent of PROVIDER.

RECIPIENT has to keep the Material and all other information received by PROVIDER strictly confidential.

1. **Obligation to Return:**

The Research using the Material shall not last longer than X (amend the duration of this collaboration in months or years), unless the agreement is formally extended. It is the responsibility of the RECIPIENT to seek such a prolongation. In the event RECIPIENT is not using and does not intend to use the Material or as soon as the Research will be concluded or this agreement will expire or be terminated for whatever reason, the RECIPIENT is obliged to return to PROVIDER, if possible, or to destroy with required care, all Material.

1. **Publication:**

The provision of the Material to RECIPIENT in no way prevents or restricts PROVIDER´s right to publish any document relating to this Material.

If RECIPIENT wishes to publish research results arising out of the use of the Material RECIPIENT will contact PROVIDER to discuss a joint publication of PROVIDER and RECIPIENT.

Is there no joint publication RECIPIENT agrees to submit copies of all the manuscripts and abstracts for oral or poster presentation that disclose any research results involving the Material to PROVIDER at least 30 working days before submission for publication, for the purpose of protecting any proprietary or intellectual property rights of PROVIDER that might be in such publication. RECIPIENT agrees to acknowledge PROVIDER as originator of the Material.

**8. Liability:**

RECIPIENT understands that the Material is experimental in nature and that it 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. In no event shall PROVIDER be liable for any use by RECIPIENT of the Material and/or Research results, or any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling, storage or disposal of the Material and/or Research results. RECIPIENT agrees to defend, indemnify and hold PROVIDER harmless from any loss, claim, damage or liability that may arise in conjunction with the storage, handling, treatment or use of the Material by RECIPIENT.

**9. Miscellaneous:**

This Agreement is construed according to and shall be governed by the laws of Austria except the conflict of law rules.

In the event of any dispute between the Parties arising in connection with this Agreement, including any dispute regarding its existence, validity or termination, the Parties shall make reasonable efforts to first resolve the dispute on an amicable basis through negotiation.

If after reasonable efforts the Parties are unable to settle their dispute amicably, any such dispute shall be resolved by the competent court of Innsbruck.

**For RECIPIENT**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***(Signature)***

**For PROVIDER**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ***(Printed Name and Title/Position) (Signature)***