MATERIAL TRANSFER AGREEMENT

1. PARTIES

University of Helsinki / Faculty of Medicine,
a university having its registered address at Fabianinkatu 33 (P.O. Box 3),
FI-00014, University of Helsinki, Finland
(hereinafter "**Provider**")
on behalf of the Providing Scientist identified in Schedule A hereto

Recipient name,
having its registered address at Address
(hereinafter "**Recipient**")
on behalf of the Receiving Scientist identified in Schedule A hereto

Provider and Recipient shall hereinafter be referred to jointly as "Parties" and individually as "Party"

WHEREAS the Provider wishes to provide the Recipient, and the Recipient wishes to obtain from the Provider, certain proprietary information and biological materials on terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and covenants set out in this Agreement, the parties agree as follows:

2. Definitions

In this Agreement, the following words shall have the following definitions:

"Agreement" shall mean this Material Transfer Agreement and its Schedules;

"Commercial Purposes" shall mean the sale, lease, licence or other exploitation of the Material, Confidential Information or Inventions whether for profit or not, including but not limited to, use of the Material, Confidential Information or Inventions by Recipient or any individual or organization to perform contract research, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, licence or other exploitation of the Material, Confidential Information or Inventions, whether for profit or not. For greater certainty, academic research sponsored by government or industry does not fall within the definition of "commercial purposes" unless the sponsor retains rights, title or interests in and to the Material, Confidential Information or Inventions or unless the research activities result in any sale, lease, licence or other exploitation of the Material, Confidential Information or Inventions, whether for profit or not;

"Publication" shall mean the publication of theses, articles, scholarly writings or oral or written presentations at lectures or seminars, or any other form of academic disclosure;

"Effective Date" shall mean the date upon which the Agreement becomes effective and corresponds to date of the last signature to the Agreement;

"Confidential Information" shall mean any and all information provided to Recipient by Provider relating to the Material, and clearly marked “CONFIDENTIAL”, or if related orally or visually, identified as CONFIDENTIAL at the time of disclosure and reduced to written form within a reasonable period (but no later than thirty (30) days following disclosure) following disclosure, or which due to the nature of the information, the circumstances under which it was disclosed, or its contents can obviously be deemed to be confidential. Confidential Information includes, but is not limited to, all know-how, techniques, practices, data, specifications, plans, drawings, prototypes, recordings, instructions, manuals, papers or other materials in whatever form or nature;

"Inventions" shall mean any inventions patentable anywhere in the world under any legislation, and any other discoveries, improvements or processes made by Recipient through the use of the Material, Modifications or Confidential Information;

"Material" shall mean the material defined in Schedule A (“Original Material”) and

a) any unmodified descendant from the Original Material (for example, virus from virus, cell from cell, mouse from mouse, mouse from stem cell), and

b) substances which constitute an unmodified functional subunit or product expressed by the Original Material (for example, subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins coded by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line); and

c) any information concerning the Original Material, whether confidential or not.

"Modifications" shall mean substances created by Recipient, which contain or incorporate any form of the Material;

“Original Material” shall mean the original material being transferred to the Recipient as described in Schedule A hereto; and

"Research Project" shall mean the research described in Schedule A hereto.

3. Allowed Use of the Material

Subject to the terms and conditions of this Agreement, the Provider hereby grants to the Recipient a non-transferable non-exclusive licence to use the Material and Confidential Information solely for the Research Project, and solely for the period commencing on the Effective Date and ending one (1) year thereafter, unless terminated earlier in accordance with this Agreement.

4. Restrictions on Use

The Recipient agrees that the Material and Confidential Information:

a) shall be used only under the Recipient Scientist’s direct supervision and only for the purpose of performing the Research Project and for no other purpose;

b) shall not be used directly or indirectly for Commercial Purposes;

c) shall not be used in human subjects;

d) shall not be used in research that grants proprietary rights in the Material or Confidential Information to a third party; and

e) shall not be transferred or disclosed to any third party for any purpose whatsoever without the prior written consent of the Provider.

5. Consideration

Shipping and related expenses shall be paid by the Recipient and the Provider shall dispatch the Material to the Recipient by using the following information:

Recipient's courier provider:
Account number:

6. Ownership, Reporting and Inventions

All rights, title and interest in and to the Confidential Information and Material are the sole and exclusive property of the Provider. The Provider retains all rights, title and interest in and to the Confidential Information and the Material also when, in whole or in-part(s), contained within Modifications.

Unless otherwise agreed in this Agreement, results, excluding Inventions, of the Research Project shall belong to the Recipient. The Provider shall hereby be granted a royalty-free, perpetual, irrevocable, non-transferrable, world-wide right to use the results, including but not limited to Modifications, in its internal, non-commercial research and teaching activities. Upon request, the Recipient shall send the Provider samples of Modifications for non-commercial research and teaching purposes.

The Recipient shall promptly notify the Provider in writing within thirty (30) days of any Inventions. The Parties agree to negotiate in good faith on the ownership of and possible access rights to Inventions.

7. Representations and Warranties

The Material and Confidential Information are being provided by the Provider to the Recipient on an "AS IS" basis and the Material is understood to be experimental in nature. The Material may have hazardous properties. Any use of the Material or Confidential Information by the Recipient shall be at the sole risk and liability of the Recipient, whether or not the Provider has consented or acquiesced to such use.

THE PROVIDER MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIAL AND INFORMATION, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE DURABILITY, STORAGE, DISPOSAL, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TO THE NON-INFRINGEMENT OF THE MATERIAL AND INFORMATION ON THE PROPRIETARY RIGHTS OF A THIRD PARTY.

8. Liability

The Recipient assumes all liability for damages, which may arise from its use, storage or disposal of the Material even if the Provider has been advised of the possibility of such damage or loss. The Provider shall not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, arising from the use, storage or disposal of the Material by the Recipient, except to the extent permitted by law when caused by the gross negligence or wilful misconduct of the Provider.

9. Confidentiality

Subject to Article 10 hereof, during the term of this Agreement and for a period of five (5) years after the termination of this Agreement, the Recipient shall maintain the confidentiality of the Material and Confidential Information and prevent any unauthorised access, reproduction, disclosure and/or use of the Material and Confidential Information. Confidentiality obligations shall not apply to Confidential Information that:

a) was already public at the time of its receipt or has become public thereafter through no breach of this Agreement by the Recipient;

b) becomes known to the Recipient from a source other than the Provider with no confidentiality obligations as evidenced by prior written records;

c) was rightfully known to the Recipient prior to disclosure by the Provider as evidenced by prior written records;

d) was independently developed by the Recipient without the use of Confidential Information and/or Material;

e) is approved for release by prior written authorisation by the Provider;

f) is or becomes public by a law, decree, decision by the authorities, or other similar regulations.

10. Publication

The Recipient agrees to provide the Provider with a copy of any proposed Publication of research conducted using the Material or Confidential Information at least thirty (30) days prior to submission for publication. If the Provider does not respond to the Recipient by the end of the thirty (30) day period, the Recipient will be free to present or publish the information. If the Provider responds to the Recipient within the thirty (30) day period and identifies Confidential Information or patentable subject matter of either the Provider or the Recipient within the Publication, the Recipient shall remove all such information from the publication as instructed by the Provider and/or shall delay publication for an additional sixty (60) days to allow the Provider an opportunity to file patent applications. The Parties agree that any Publication made pursuant to this Agreement shall be made in accordance with the custom of scientific research and shall acknowledge the contribution of the Parties and their respective scientists, as appropriate.

11. Termination

This Agreement terminates immediately upon the occurrence of any one of the following events:

a) The Recipient notifies the Provider in writing that the Research Project has been completed or terminated;

b) The Recipient becomes bankrupt or insolvent or a receiver is appointed to take possession of the Recipient's business or property or the Recipient has assigned its interest to creditors;

c) The Recipient is more than thirty (30) days in arrears of any moneys that are due to the Provider under this Agreement;

d) The Recipient commits a breach of Article 4, 9 or 10 of this Agreement;

e) The Recipient commits a breach of this Agreement and does not remedy the breach within thirty (30) days of being notified of the breach;

f) Thirty (30) days have elapsed following a written notice by one Party to the other of its intention to terminate this Agreement in the absence of a breach of any of the provisions of this Agreement; or

g) The term of the allowed use defined in Article 3 expires.

12. Disposal of Material and Confidential Information

On the expiration or earlier termination of this Agreement, the Recipient shall, on the direction of the Provider, promptly return or destroy the Material and the Confidential Information. However, at the request of the Recipient and for additional consideration, the Provider may extend the term of this Agreement with respect to provisions governing Modifications so that Recipient can continue to use the Material contained or incorporated in the Modifications.

13. Notices

All payments, notices, reports, requests, consents and other communications between the Parties pertaining to matters related to this Agreement will be given in writing and delivered by person, registered mail, fax or email, addressed to the Party as follows:

Provider: **University of Helsinki**
Address
Responsible scientist
tel: [XXXX]
fax: [XXXX]
email: **[XXXX]**

Recipient: **Name**
Address
Responsible scientist
tel: [XXXX]
fax: [XXXX]
email: **[XXXX]**

Any notice personally delivered or sent by fax or email will be deemed to have been given or received at the time of delivery or transmission. Registered or certified mail will be deemed to have been received on the fifth (5^{th}) day after it was posted.

14. Headings

The headings used in this Agreement are for convenience and reference only and do not define or limit the scope, or affect the interpretation of the provisions of this Agreement.

15. No Waiver

No waiver or failure to enforce the strict performance of this Agreement shall be deemed to prevent the Parties from subsequently enforcing their rights. No waiver of a provision of this Agreement will be construed effective unless presented in writing and signed by an authorised representative of the Party granting the waiver or consent. No waiver of a provision of this Agreement will be construed to be a waiver of any subsequent breach of this Agreement.

16. Assignment and Amendments

The Recipient shall not assign this Agreement, in whole or in part, without the prior written consent of the Provider. This Agreement may only be amended or modified by a written agreement signed by the duly authorised representatives of both Parties.

17. Entire Agreement

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior proposals, negotiations, agreements, understandings, representations and warranties of any form or nature, whether oral or written, and whether express or implied, which may have been entered into between the Parties relating to the subject matter of this Agreement.

18. Survival

Articles 6, 7, 8, 9, 10, 12, 17, 20, 21 and 22 shall survive the expiration or earlier termination of this Agreement.

19. Severability

If any provision of this Agreement is deemed to be invalid or unenforceable, such provision or provisions will be deemed modified to the extent necessary to render the same valid or enforceable, or if such modification is not possible, the remaining terms and provisions of this Agreement will be construed and enforced as if the invalid or unenforceable provision or provisions did not exist.

20. Further Assurances

Each Party will execute and deliver such further agreements and other documents and take such further actions as the other parties reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

21. Use of Name

Neither Party shall have the right to use the name of the other Party without the specific written permission of the authorised representative of the other Party.

22. Governing Law and Arbitration

This Agreement shall be governed by and construed under the laws of Finland without reference to its conflict of law rules.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof which cannot be solved amicably shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce by one (1) arbitrator appointed in accordance with the said rules. The place of arbitration shall be Helsinki, Finland. The procedure shall be conducted in the English or Finnish language. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction. Without prejudice to any other rights or remedies, each Party acknowledges that damages alone would not be an adequate remedy for any breach of this Agreement by Recipient and that the Provider shall be entitled to seek interim injunctive relief or such other relief as may be available subject to applicable law in any court of law.

23. Language

The Parties hereby confirm that they both required that this Agreement and all documents and notices in connection therewith are drawn up in English.

[THE REMAINDER OF THIS PAGE REMAINS BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF the Provider and the Recipient have caused this Agreement to be executed in duplicate by their respective duly authorised representatives.

University of Helsinki	**Recipients Name**
Department	
_____	_____
name title date	name title date

ACKNOWLEDGEMENT
Having read and understood this Agreement, I hereby agree to act in accordance with all the terms and conditions herein and further agree to ensure that all the participants of the Recipient and the Provider are informed of their obligations under said terms and conditions.

Provider Scientist	Recipient Scientist
_____	_____
name title date	name title date

Schedule A

1. Description of Recipient and Provider Scientists

Provider Scientist		**Recipient Scientist**	
Name:	XXXX	Name:	XXXX
Title:	XXXX	Title:	XXXX
Department:	XXXX	Department:	XXXX
Address:	XXXX	Address:	XXXX
Phone:	XXXX	Phone:	XXXX
Fax:	XXXX	Fax:	XXXX
Email:	XXXX	Email:	XXXX

2. Description of Original Material

[Please provide a detailed (name, quantity, quality, form etc.) description of the Original Material, which Provider will be providing to the Recipient.]

3. Description of the Research Project

[XXXX]