

MATERIAL TRANSFER AGREEMENT

between

Institute for Oncology Research ("IOR")
Fondazione per l'Istituto Oncologico di Ricerca
Via Vela 6, 6500 Bellinzona, Switzerland

and

Name and Address of Recipient Institution ("Recipient")

Definitions:

Recipient's Scientist and shipping address: [REDACTED]

Research Purpose: Description of the experiments planned with the Material as specified in Annex 1.

Original Material: The following material will be delivered from IOR to Recipient under the terms of this Agreement: Description and amount of transferred material are specified in Annex 2.

Material: includes Original Material, Progeny, and Unmodified Derivatives. The Material shall not include other substances created by the Recipient through the use of the Material, but shall include any substance which incorporates Material.

Progeny: Unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.

Unmodified Derivatives: Substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material. Some examples include: sub clones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a cell line.

Terms and Conditions of this Agreement:

1. (a) IOR retains ownership of the Material.
- (b) The Material is to be used by Recipient at Recipient's institutional facilities only, and only under the direction of Recipient's Scientist. The Material is to be used strictly only for the Research Purpose stated in Annex 1.
- (c) Except as expressly provided in this Agreement, no rights are provided to Recipient under any patent applications, trade secrets or other proprietary rights of IOR. In particular, no rights are provided to use the Material for profit-making or commercial purposes, such as sale; use in manufacturing; use in drug screening, evaluation, or designing programs; or provision of a commercial service based upon the Material.
- (d) If Recipient desires to use the Material for such profit-making or commercial purposes, Recipient agrees that it must first negotiate a license or other appropriate agreement, the terms of which would be negotiated in good faith at that time with IOR and third parties as

may be required, and it is further understood by Recipient that IOR shall have no obligation to enter into such a license or agreement.

2. The Recipient shall not give, sell, share, release, convey, or otherwise distribute the Material and/or any accompanying Confidential Information to any third party without the prior written permission of IOR. The Recipient acknowledges that IOR may withhold its consent for any reason it deems necessary and is not obliged to give the reason thereof.
3. Recipient and Recipient's Scientist agree to hold confidential all information and related know-how disclosed to Recipient by IOR concerning the Material that is marked as "Confidential" or similar labelling or that should be reasonably considered, given the nature of the information or circumstances surrounding its disclosure to be confidential ("Confidential Information") except as such Confidential Information: (a) was known by the Recipient at the time of disclosure; (b) becomes part of the public domain, except by breach of this Agreement by Recipient; (c) is rightfully received by Recipient from a third party without an obligation of confidence to IOR; or (d) is independently developed by Recipient's personnel who have not had access to such Confidential Information and the Material.
4. The Recipient will provide the IOR with a summary of any research results obtained with the Material, and on request detailed data and information regarding research with the Material. For the avoidance of doubt, any disclosed data or information will be treated as Confidential Information by the Recipient, IOR and its licensee.
5. If Recipient's research results in an invention, a new use, or a product based on or containing the Material (collectively referred to as "Invention"), Recipient agrees to disclose the Invention to IOR within thirty (30) days from date of conception on a confidential basis. Inventorship and ownership shall be determined in accordance with applicable patent law. Ownership shall reflect inventorship. In the case of a jointly owned Invention between IOR and Recipient, the parties agree to negotiate an agreement in good faith which shall provide for fair and equitable sharing, taking into account the role and contributions of individuals involved in the development of the Invention as well as the contribution of the Material itself, of patent costs, income, and invention management responsibilities. If either Recipient or IOR is the sole inventor of any Invention, that party shall be free to dispose of any patent rights arising from such Invention at its own discretion.
6. The Recipient shall have the right, consistent with academic standards and obligations to publish or present the results of the research work performed in accordance with this Agreement. The Recipient shall disclose such publications to IOR and agrees to provide appropriate acknowledgment of the source of the Material in all publications.
7. Any Material delivered pursuant to this Agreement is understood to be experimental in nature, and IOR makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Material will not infringe any third party patent, copyright, trademark, or other rights, or that the Material will not pose a safety or health risk.
8. The handling of the Material (storage, dissolution, application) shall be in accordance with published scientific information and applicable statutes and regulations. In no event shall the Material be used in human beings.
9. To the extent permitted by law, Recipient agrees to defend, indemnify, and hold harmless IOR from any loss, claim, damage, or liability, of any kind whatsoever, which may arise from Recipient's receipt, use, storage or disposal of the Material, and Recipient assumes liability for damages which may arise from its receipt, use, storage or disposal of the

Material.

10. This Agreement shall be governed by and interpreted in accordance with the substantive laws of Switzerland. The exclusive venue shall be the courts of Bellinzona.
11. This MTA is effective when signed by both parties and terminates on completion of the Recipient's research with the Material as described in Annex 1. On termination of this Agreement, Recipient will discontinue its use of the Material and will, upon direction of IOR, return or destroy the Material and Confidential Information, if any. The clauses 1-10 shall survive termination of this MTA.
12. This Agreement is not assignable without the prior written consent of IOR.
13. Transmittal Fee to reimburse IOR for preparation and distribution costs is: CHF 0 [zero Swiss Francs].

AGREED:

Provider Institutional Approval:

Name: Prof. Franco Cavalli (IOR President)

Address: Via Vela 6, CH-6500 Bellinzona

Signature:.....

Date:.....

Recipient Institutional Approval:

Name:

.....

Title:

Address:

Signature:

Date:.....

IOR responsible scientist:

Recipient's Scientist:

Name:..... (date)

Name:..... (date)

Annex 1

Detailed description of the experiments planned with the Material:



Annex 2

Description and amount of transferred material:

