Materials Transfer Agreement

This is an agreement entered into as of …….. (the “Effective Date”) between

…… (“Recipient Institution”), including its staff member ……, ……..…….. ("Recipient Investigator"),

Recipient Investigator and Recipient Institution hereinafter referred to as “Recipient”,

and

University Medical Center Hamburg-Eppendorf, Martinistr. 52, 20246 Hamburg, Germany (“Provider Institution”), including its staff member Prof. Dr. Stefan Kindler, Department of Human Genetics (“Provider Investigator”)

Provider Investigator and Provider Institution hereinafter referred to as “Provider”.

1. Purpose. Recipient intends to perform research (hereinafter “Research”) on the Materials consistent with the Recipient’s specifying information as detailed in Appendix A to this Agreement.

2. Materials. The Materials to be transferred are listed in Appendix B to this agreement.

3. Definitions. Modifications shall be defined as substances created by the Recipient which contain/incorporate the Materials, or any progeny, or any derivative, or any expression product thereof. Commercial Purposes shall be defined as the sale, lease, license or other transfer of the Materials or Modifications to a for-profit organization. Commercial Purposes shall also include uses of the Materials or Modifications by an organization, including Recipient, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Materials or Modifications to a for-profit organization. However, industrial sponsored academic research shall not be considered a use of the Materials or Modifications for Commercial Purposes per se, unless any of the above conditions of this definition are met.

4. Recipient agrees in its use of any Materials to comply with all applicable laws, statutes, regulations and guidelines. Recipient agrees not to use the Materials for research involving human subjects or clinical trials.

5. The Materials shall only be used for Research by Recipient Investigator in a Recipient Institution laboratory, for the Purpose described in Appendix A, under suitable containment conditions as required by all applicable laws, statutes, regulations and guidelines.

6. The Materials shall not be used publicly or for Commercial Purposes for which a commercialization license may be required. If the Recipient desires to use or license the Materials or Modifications for Commercial Purposes, the Recipient agrees, in

advance of such use, to negotiate in good faith with Provider Institution to establish the terms of a commercial license. It is understood by the Recipient that Provider Institution shall have no obligation to grant such a license to the Recipient, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or parts of the rights in the Materials to any third party or parties, subject to any pre-existing rights held by others.

7. The Recipient acknowledges that the Materials are or may be subject to a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of the Provider.

8. To the extent permitted by law, except as provided below, Recipient agrees to treat in confidence, for a period of three (3) years from the Effective Date any confidential information accompanying or directly relating to any of the Materials (hereinafter "Confidential Information"). Confidential Information shall be appropriately marked as such by Provider and does not include information that was previously known to Recipient or that is or becomes publicly available through no fault of Recipient or which is disclosed by a third party to Recipient without a confidentiality obligation or that is discovered or developed by Recipient independently of information received from Provider or which Recipient is required to disclose pursuant to a requirement of law or court order. Recipient agrees that the Materials will not be transferred, or Confidential Information not disclosed, to any person except its employees, staff members, consultants, or subcontractors to whom disclosures or transfer is necessary for the Purpose and who have been notified of the confidential nature of the information, without prior authorization of Provider for the specific transfer or disclosure.

9. In all relevant oral presentations or written publications, Recipient Investigator agrees to acknowledge the Provider Institution and the Provider Investigator for their contribution of the Materials, unless requested otherwise. Recipient may publish or otherwise publicly disclose the results of the Research, but if Provider has given Confidential Information to Recipient, such presentations, publications or public disclosures shall not disclose Confidential Information and may be made only after Provider has had reasonable time, no greater than thirty (30) days, to review the proposed disclosure, to insure that no Confidential Information is disclosed.

10. Provider reserves the right to distribute the Materials to others and to use it for its own purposes. The Materials have been deposited at the European Mouse Mutant Archive (EMMA) repository, Vienna, and will be distributed to Recipient by EMMA upon execution of this Agreement.

11. Unless otherwise authorized by Provider, when the Research is completed, or three (3) years have elapsed from the Effective Date, whichever occurs first, the Materials and the Confidential Information shall be destroyed by Recipient, or returned to Provider or otherwise disposed of as mutually agreed by Provider and Recipient.

12. The Materials are provided as a service to the research community. It is being supplied to Recipient with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Provider makes no

representations that the use of the Materials will not infringe any patent or proprietary rights of third parties.

13. The Recipient is free to file a patent application(s) claiming inventions made by the Recipient through the use of the Materials. However, the Recipient Institution shall inform Provider of the filing of a patent application claiming any such invention. Recipient agrees not to claim, infer, or imply endorsement by Provider of the Research, the institution or personnel conducting the Research, or any resulting commercial product(s).

14. Recipient assumes custody and control of the Materials once the Recipient Institution signs for the receipt of the Materials.

15. Except to the extent prohibited by law, the Recipient assumes all liability for damages which arise from its use, storage or disposal of the Materials. Provider will 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, due to or arising from the use of the Materials by the Recipient, except to the extent attributable to the willful misconduct of Provider.

16. Neither Party shall use the name of the other Party or of any trustee, director, officer, staff member, employee, student or agent of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the Party or individual whose name is to be used.

17. This Agreement constitutes the entire agreement among the parties relating to the Materials and the Confidential Information and may not be modified except by a document signed by all of the parties.

Date:..... …….
Recipient Investigator
Name

Date:……. …….
Recipient Institution:
Authorized Official: ……

Date:…….. …….
Providing Investigator
Prof. Dr. Stefan Kindler

Date:…….. …….
University Medical Center Hamburg-Eppendorf
Authorized Official: Dr. Ralf Krappa

Appendix A:

Description of the research to be performed on the Materials

Appendix B:

List of Materials

Mouse cell line Mkrn1$^{tm1a(EUCOMM)Hmgu}$/Biat