Material Transfer Agreement

between

Leibniz-Institut für Molekulare Pharmakologie
im Forschungsverbund Berlin e.V.
Robert-Rössle-Straße 10
13125 Berlin
Germany
- hereinafter referred to as „FMP“

and

[_____]
- hereinafter referred to as “RECIPIENT”

FMP submitted the mouse model Cldn12delNeo (hereinafter “ORIGINAL MATERIAL”) created by Dr. Rosel Blasig to the European Mouse Mutant Archive (hereinafter “EMMA”) for the purpose of archiving. FMP agrees that EMMA provides the ORIGINAL MATERIAL in response to RECIPIENTS request for the purpose of conducting scientific work under the following conditions.

The term “MATERIAL” comprises the ORIGINAL MATERIAL and any progeny or any unmodified functional subunits or products derived from the MATERIAL, including any MATERIAL contained or incorporated in modifications, i.e. organs, cells or substances created by the RECIPIENT which contain/incorporate the MATERIAL. MATERIAL as used herein contains loxP DNA and reporter DNA (included in ES cells bought at KOMP VelociGene) might be covered by intellectual property rights owned by third parties.

1. The MATERIAL shall be and remain property of FMP. It is made available as a service to the research community.

2. RECIPIENT shall use the MATERIAL solely for teaching and academic research purposes.

3. The MATERIAL shall not be used in human subjects, clinical trials, or for diagnostic purposes without the written consent of FMP.

4. The MATERIAL shall not be disclosed or distributed by RECIPIENT to any third parties without FMP´s prior written consent. The RECIPIENT shall refer requests for the MATERIAL to FMP. To the extent possible, FMP agrees to make the MATERIAL available under an Agreement similar to this Agreement to other scientists for teaching or not-for-profit research purpose only and according to terms substantially similar to the terms of this Agreement.

5. The MATERIAL shall not be distributed, sold, leased, licensed, or otherwise transferred to a for-profit organization, or used by any organization, including

RECIPIENT, to (a) perform contract research, to screen compound libraries, or to produce or manufacture products for general sale, or (b) conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL to a for-profit organization, or (c) use the MATERIAL for research as part of a cooperation with a commercial partner. RECIPIENT shall not be allowed to use the MATERIAL for industrially sponsored research.

6. The RECIPIENT shall have the right to publish its findings and results related to the MATERIAL in articles and presentations. The RECIPIENT agrees to acknowledge FMP as the source of the MATERIAL and Dr. Rosel Blasig as the scientist who has developed the MATERIAL in any publication reporting use of it. RECIPIENT shall periodically inform FMP of its research results related to the MATERIAL and will provide FMP with a copy of any manuscript describing the results of such research four weeks prior to their public disclosure. FMP may object publication when the publication contains information and/or knowledge which (i) is proprietary to FMP or (ii) may be patentable. In cases of (ii), FMP shall only have a right to object until a patent application covering such information and/or knowledge has been filed.

7. Where the research involving the MATERIAL results in an invention directly relating to the MATERIAL, RECIPIENT will promptly disclose such invention to FMP who shall treat the information regarding the invention strictly confidential. RECIPIENT hereby grants to FMP a transferable non-exclusive right to use such invention and resulting patent rights for research purposes.

8. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may be hazardous. In no event shall FMP be liable for any use by RECIPIENT of the MATERIAL or any loss, claim, damage or liability, of whatever kind or nature, which may arise from or in connection with this agreement or the use, handling or storage of the MATERIAL by RECIPIENT. RECIPIENT shall use the MATERIAL at its own risk.

9. All claims based on legal or other defects of the MATERIAL shall be excluded and FMP makes no representations and extends no warranties of any kind, either expressed of implied, as to merchantability of the MATERIAL or fitness for a particular purpose, or that the use of the MATERIAL will not infringe any patent, copyright, trademark or other proprietary rights of a third party.

10. RECIPIENT assumes all liability for claims for damages by third parties which may arise from its use, storage or disposal of the MATERIAL and holds FMP harmless for any loss, claim or demand which could be raised against FMP by any other party, due to, or arising from RECIPIENTS use of the MATERIAL except to the extent caused by the gross negligence or wilful misconduct of FMP.

11. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable rules, statutes, regulations and laws. The MATERIAL needs allowance to work with genetically engineered mice in RECIPIENTS hands (safety level 1).

12. This Agreement shall be valid for 10 (ten) years after its effective date. Upon termination, RECIPIENT shall either destroy or return to FMP all remaining MATERIAL.

13. If any provision of this Agreement should be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which comes closest to the underlying economic intend of the parties.

14. Any dispute, controversy or claim arising under, out of or relating to this Agreement shall be referred to and finally and exclusively determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Berlin. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the laws of Germany.

RECIPIENT and RECIPIENT's responsible scientist must sign two copies of this Agreement and send both signed copies to FMP. EMMA will send mice to RECIPIENT only if EMMA obtained an Agreement signed by FMP and RECIPIENT and RECIPIENT's scientist.

[Signature Page follows]

FMP:	Leibniz-Institut für Molekulare Pharmakologie
Address:	Robert-Rössle-Straße 10, 13125 Berlin
Name of Authorized Official:	Prof. Dr. Walter Rosenthal
Title of Authorized Official:	Director FMP
Date:	

Prof. Dr. Volker Haucke or Prof. Dr. Dorothea Fiedler Directors FMP	Dr. Rosel Blasig (Phone: +49 30 94793 100) Material Generating Scientist

Recipient Organization:	
Address:	
Name of Authorized Official:	_____
Title of Authorized Official	_____

Signature of Authorized Official	Date

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement (MTA) and I agree to abide by them in the receipt and use of the MATERIAL.

Signature of Recipient Scientist	Date