

MATERIAL TRANSFER AGREEMENT

To protect University of Bergen's proprietary interest with respect to the Research Material, we ask that you and your employing institution complete this form and agree to the following conditions.

1. *Insert name and address of supplier* *The University of Bergen, Department of Biomedicine, Bergen, Norway ("Supplier"), has collected and/or developed the materials known as*

Insert description of materials *Integrin $\alpha 11$ -/- mice in C57BL/6 background.*

and includes any constructs, strains, progeny, derivatives, portions, improvements and components (as the case may be) obtained from or as a result of the use of the materials (the "Materials")

4. *Insert name of Scientist* (the "Recipient Scientist") who is an employee of

4. *Insert name address of Scientist's Institution* (the "Recipient Institution"); and wishes to acquire a sample of the Materials for academic research relating to:

5. *Insert description of academic research for which Materials are to be used* (the "Research Programme")

6. *Insert quantity of Materials to be supplied and period for which they are to be provided for* The Supplier is willing to provide a sample (one confluent 25cm2 flask/cell line) of the Materials for a period of two years (the "Term") on the Terms and Conditions shown overleaf, and the Recipient Scientist and the Recipient Institution agree to comply with those Terms and Conditions

AGREED by the parties through their authorised signatories:

For and on behalf of Supplier (UiB)

For and on behalf of Recipient Institution

Acknowledged by the Recipient Scientist
(who is not a party to this Agreement)

Signed

Signed

Signed

Print name

Print name

Print name

Title

Title

Title

Date

Date

Date

Department signature:

Standard Terms and Conditions for Release of Materials

1. The Recipient Scientist and the Recipient Institution shall keep the Materials secure at the Recipient Scientist's laboratory and ensure that no-one other than the Recipient Scientist and authorized co-workers ("Co-workers") have access to them. In this Agreement "the Materials" shall include any and all materials, documents and information that Supplier may provide to the Recipient Scientist under or in connection with this Agreement, and including any constructs, strains, progeny, derivatives, portions, improvements and components obtained from or as a result of using any item provided by the Supplier.

2. The Recipient Scientist and the Recipient Institution shall use the Materials only for the Research Programme and not for any commercial purpose or commercially-sponsored research, nor in research that is subject to consulting, licensing, or similar obligations to a commercial entity, without the prior written consent of the Supplier even if those purposes are being pursued in the Recipient Scientist's laboratory.

3. The Recipient Scientist and the Recipient Institution shall not supply the Materials to any other party. The Materials shall under no circumstances be used in humans.

4. The Term may be extended with the written agreement of the Supplier. Permission to extend the term of this Agreement must be sought by the Recipient Scientist three (3) months before the expiry of the Term.

5. If information is supplied with the Research Materials (any information supplied by Supplier under this Agreement, "Confidential information"), Recipient Scientist and Recipient Institution will not disclose to others and will not use such information other than for the purpose set forth in

the Research Programme. Written Confidential Information will be marked "Confidential". Oral disclosures of Confidential Information will be designated at the time of disclosure as confidential and confirmed in writing within thirty (30) days thereafter. "Confidential Information" excludes any information which is previously known to Recipient Scientist or Recipient Institution (as evidenced by written records), which becomes publicly available, which is disclosed to Recipient Scientist or Recipient Institution by a source not similarly obligated to Supplier, or which is subsequently and independently developed by Recipient Institution using personnel having no knowledge of the Confidential Information disclosed under this Agreement. Notwithstanding the foregoing restriction Recipient Scientist may disclose Confidential Information to the extent Recipient Scientist or Recipient Institution is required to do so pursuant to a court order or as otherwise required by law.

6. The Recipient Scientist and the Recipient Institution shall acknowledge Supplier as the source of the Materials in any publication which mentions them.

7. The Materials (and any copies thereof made by or in possession of or under the control of the Recipient Scientist pursuant to this Agreement) shall be and remain the property of Supplier and shall be immediately returned (or if the Supplier so requires, destroyed) (i) on termination of this Agreement, or (ii) in the event that the Recipient Scientist or Recipient Institution is in breach of any of the conditions of this Agreement, and (iii) at any other time on request of the Supplier. No licence under any Supplier intellectual property is granted or implied by this Agreement.

8. In the event that the Recipient Scientist or Co-workers make or observe any new discovery, improvement or invention ("Invention") relating to the Materials or as a direct result of the Research Programme then the Recipient Scientist will bring this to the attention of the Supplier. The Recipient Scientist and the Recipient Institution shall not make or seek to make actual commercial gain from such an Invention, nor make any patent application or secure any other proprietary rights to legally protect any such Invention except with the prior written consent of the Supplier. The Supplier will, at all times, retain the right to use an Invention for non-commercial research purposes.

9. With reference to section 2, if any commercial revenues result from the Recipient Scientist's or the Recipient Institution's use of the Materials, the Supplier shall be entitled to an equitable share of any such revenues that accrue to the Recipient Institution or the Recipient Scientist.

10. The Recipient Scientist and Co-workers shall use the Materials in accordance with good laboratory practice and the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the transportation, keeping or use of the Materials.

11. The Materials are supplied without cost but the Recipient Scientist/Recipient Institution shall reimburse the Supplier for any reasonable shipping and related costs that may be incurred when preparing and sending the Materials to the Recipient Scientist.

12. The Materials are experimental in nature and Supplier makes no representation and gives no warranty or undertaking, in relation to them. As examples, but without limiting the foregoing, the Supplier gives no warranty: (i) that it owns all necessary property and other rights in the

Materials and that their use will not infringe any patent, copyright, trade mark or other right owned by any third party; or (ii) that the Materials are of merchantable or satisfactory quality or fit for any particular purpose, have been developed with reasonable care and skill or tested, for the presence of pathogens or otherwise, or are viable, safe, or non-toxic.

13. Except to the extent prohibited by law, the Recipient Scientist and Recipient Institution assumes all liability for damages which may arise from its use, storage or disposal of the Research Material. The Supplier will not be liable to the Recipient Scientist or Recipient Institution for any loss, claim or demand made by the Recipient Scientist or Recipient Institution, or made against the Recipient Scientist or Recipient Institution by any other party, due to or arising from the use of the Research Material by the Recipient Scientist or Recipient Institution, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Supplier.

14. Any dispute between UiB and the recipient of the Material concerning the scope or interpretation of this Agreement, which can not be settled by negotiation between the Parties within 3 months, shall be settled by the City Court of Bergen, Norway, in accordance with Norwegian law.