

Material Transfer Agreement

This Material Transfer Agreement - hereinafter referred to as the "Agreement" - is concluded by and between

Institute of Immunobiology
Kantonsspital St. Gallen
CH-9007 St. Gallen

- hereinafter referred to as "-KSSG" -

and
NAME and ADDRESS
Of recipient

— hereinafter referred to as the "Recipient"-

Preamble

KSSG is a research institution and has developed an C57BL/6-Tg(Ccl19-tTA) mouse, hereinafter referred to as the "Original Material".

Recipient is a non-profit organization conducting research in the field of **Immunology**/Cancer Biology. Part of this research is a project on the role **....xy.....**, conducted at Recipient's institute by **....xy....** as responsible scientist ("the Researcher"), such project hereinafter referred to as the "Research Project".

Recipient is interested to use the Original Material for the Research Project. KSSG is willing to deliver the Original Material to Recipient and allow Recipient to use the Original Material for the Research Project as described in Annex 1 and according to the terms and conditions stated herein.

1. Definitions

1.1 "Information" is all information relating to the Original Material delivered by KSSG to Recipient under this Agreement.

1.2 - "Material" comprises the Original Material, Progeny, Unmodified Derivatives and Modifications.

1.3 "Modifications" are modifications of the Original Material, Progeny and/or Unmodified Derivatives.

1.4 "Progeny" is the next and all other generations of the Original Material, which come into being by any sort of biological or chemical reproduction, including but not limited to sexual, asexual and artificial reproduction, e.g. descendants of rats/mice or cells which are produced by cell division.

1.5 "Unmodified Derivatives" are substances which constitute an unmodified functional subunit or product expressed by the Original Material and/or Progeny, e.g. subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line.

2. Delivery of the Original Material

2.1 Upon request by Recipient KSSG shall provide to Recipient breeders of the Original Material to Recipient.

2.2 The Original Material is provided cost-free; costs of shipment, however, shall be borne by Recipient and a handling fee may be charged for the preparation and packaging of the Original Material. The risk of loss of the shipment shifts to Recipient when KSSG has duly delivered the shipment to the carrier selected by KSSG.

2.3 Recipient shall pay any costs according to Section 2.2 upon receipt of an invoice. Recipient shall pay value added tax (VAT) on costs when VAT is applicable.

2.4 Recipient shall inspect the shipment immediately upon arrival and inform KSSG in writing when the shipment does not conform with this Agreement.

3. Use of the Original Material

3.1 The Recipient shall use the Material in compliance with all laws and regulations applicable to such material in the Recipient's place and country, including guidelines for work with recombinant DNA.

3.2 The Recipient shall treat the Material and the Information confidential and shall use it exclusively for the purposes of the Research Project. Subject to KSSG's prior written approval, Recipient shall not release Material and Information to any person or entity other than the Researcher/s and staff under their direct supervision who are bound by confidentiality obligations not less strict than those set out herein; "release" includes disclosures under a material transfer agreement. Should KSSG approve release to a third party, such release must only be made under a written material transfer agreement which shall be as strict as the confidentiality provisions set out herein.

3.3 Upon request by KSSG, the Recipient shall inform KSSG on the status of the Research Project.

3.4 After finalization of the Research Project or after expiry or any early termination of this Agreement, whichever occurs first, Recipient shall, at the discretion of the KSSG, either destroy or return to the KSSG all Material in its possession at the time of the request.

4. Publications

4.1 The Recipient shall have the right to publish its findings and results related to the Material in articles and presentations, provided that the scientists of KSSG who have developed the

Original Material are either named as co-authors of the publication material or cited as the source of the Material, depending on the contribution of the Original Material and/or information to the publication.

4.2 The Recipient shall submit all manuscripts for publications mentioned in 4.1 to KSSG four weeks prior to their public disclosure. KSSG may object publication when the publication contains information and/or knowledge which (i) is proprietary to KSSG or (ii) may be patentable. In cases of (ii), KSSG shall only have a right to object until a patent application covering such information and/or knowledge has been filed.

5. Ownership/Intellectual Property

5.1 The Material shall be and remain exclusive property of KSSG.

5.2 Where the research involving the Material results in an invention, the Recipient and its Researcher/s shall promptly disclose such invention to KSSG which shall treat the information regarding the invention strictly confidential. Recipient hereby grants to KSSG an irrevocable, royalty-free and non-exclusive right to use such invention and resulting patent rights ("Recipient IP") for research purposes. KSSG shall only become owner or co-owner of Recipient IP when a claim to ownership is supported by Swiss Patent Law, in particular when information has been a relevant contribution to the invention.

5.3 At KSSG's request, Recipient agrees to provide KSSG for its internal research use with reasonable quantities of materials developed, made or discovered in the course of the Research Project, including but not limited to Progeny, Unmodified Derivatives and Modifications. Such transfer shall be free of charge, but an appropriate Handling/shipping fee may be charged by Recipient.

6. Warranties and Liability

6.1 The Recipient uses the Original Material at its own risk. Any Original Material provided pursuant to this Agreement is understood to be experimental in nature and may be hazardous. All claims based on the legal or other defects of the Material shall be excluded. KSSG makes no representations and extends no warranties of any kind, expressed or 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.

6.2 The Recipient assumes all and any liability for damages which may arise from its use, storage or disposal of the Material. The Recipient hereby holds KSSG and its researcher/s harmless for any loss, claim or demand which could be raised against the KSSG by any other party, due to, or arising from, the use of the Material by the Recipient, except to the extent caused by the gross negligence or wilful misconduct of the KSSG.

7. Term and Termination

7.1 This Agreement shall enter into force on the date of the last signature. It expires without notice with the completion of the Research Project but at the latest two (2) years after the effective date of this Agreement.

7.2 Each party shall have the right to terminate this Agreement following any material breach by the other party. It shall be considered a material breach when the Recipient violates the confidentiality provisions in Section 3.2

7.3 All provisions which are designed to have effect after expiry or termination of this Agreement, shall survive expiry or termination. Section 3.2 and 3.4 shall extend beyond expiry or termination for the whole period during which Recipient has Material in its possession but for a minimum period of ten (10) years after expiry or termination of this Agreement.

8. Miscellaneous

8.1 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 one which comes closest to the underlying economic intent of the parties.

8.2 This document contains the entire agreement of the parties. There are no oral side agreements. The provisions of this Agreement cannot be changed, modified, amended or waived except by a written instrument signed by the parties.

8.3 In the event the Material or part of it should be under physical control of the Recipient before this Agreement signed, the terms and provisions shall apply for this Material retroactively.

8.4 This Agreement shall be construed according to the laws of Switzerland, under exclusion of any of its choice of law and venue principles. Any dispute arising from this Agreement shall exclusively be decided by the courts of St. Gallen, Switzerland, to whose exclusive jurisdiction the Parties hereby submit.

Institute of Immunobiologie, Kantonsspital St. Gallen (KSSG)

Head Institute of Immunobiology

Legal Representative of KSSG

Name: Burkhard Ludewig

Name:

Title: Prof. Dr.

Title:

Date:

Date:

Signature _____

Signature _____

Recipient

Legal Representative of Recipient's Institution

Name:

Name:

Title:

Title:

Date:

Date:

Signature _____

Signature _____