Materials Transfer Agreement

Karolinska Institutet, Department of [insert], Sweden, agrees to provide [insert name of university/company and (organisation number), country], with material subject to the following terms and conditions.

1. Parties

The parties to this Agreement are: Karolinska Institutet, [insert] (“PROVIDER”), with [insert] as Principal Investigator(s) hereinafter “PROVIDER SCIENTIST(S)” and [Insert name of university/company] ("RECIPIENT") with [Insert name of PI] as Principal Investigator, hereinafter “RECIPIENT SCIENTIST”.

2. Transfer of Material

PROVIDER agrees to provide RECIPIENT with the material specified in Attachment 1 (Specification of Materials) hereinafter “Material” for use by RECIPIENT SCIENTIST. All rights to the Material transferred shall continue to vest in PROVIDER and at the request of PROVIDER RECIPIENT will return or destroy all unused Material.

3. Use of Material

This Agreement and the resulting transfer of Material constitute a license to use the Material solely for the purposes set out in Attachment 2 (Specification of research). RECIPIENT shall have no rights to the Material other than as provided in this Agreement and the Material will not be used in research that is subject to consulting or licensing obligations to another institution, corporation or business entity unless written permissions is obtained from PROVIDER.

RECIPIENT shall not distribute or release the Material to any person other than laboratory personnel under RECIPIENT SCIENTIST's direct supervision. RECIPIENT shall ensure that no one will be allowed to take or send the Material to any third party or other location, unless written permission is obtained from PROVIDER.

This Material is made available for investigational use only in laboratory animals or *in vitro* experiments. RECIPIENT agrees that the Material will not be used for any other purpose. Neither the Material nor any biological materials treated therewith will be used in human beings. RECIPIENT agrees not to chemically or biologically modify the Material.

RECIPIENT will use the Material in compliance with all laws and governmental regulations and guidelines applicable to the Material, and when the Material is used in the United States, RECIPIENT will also comply with current NIH guide-lines.

4. Reports and publication

RECIPIENT SCIENTIST will inform PROVIDER SCIENTIST(S), in confidence, of research results related to the Material.

If RECIPIENT wish to make a written or oral public disclosure that includes any result that has been made through the research specified in Attachment 2 (Specification of research) hereinafter "Publication", RECIPIENT shall send the proposed Publication to PROVIDER thirty (30) days prior to the planned disclosure. RECIPIENT can not make a Publication without written permission from PROVIDER.

In accordance with scientific custom, the contribution of PROVIDER and/or PROVIDER SCIENTIST(S) will be expressly noted in all Publications, by co-authorship or acknowledgement as appropriate. PROVIDER and/or PROVIDER SCIENTIST(S) shall be free to use published data and information for any purpose.

5. Ownership of intellectual properties

RECIPIENT shall promptly inform PROVIDER SCIENTIST(S), in confidence, of intellectual property rights made by RECIPIENT through the research specified in Attachment 2 hereinafter "Material Invention". Before RECIPIENT files a patent application regarding a Material Invention, RECIPIENT shall agree with PROVIDER SCIENTIST(S) and/ or PROVIDER in a separate written agreement regarding the ownership of the Material Invention and regarding the conditions for using the Material Invention.

6. Warranties and liability

The Material is experimental in nature and it is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, expressed or implied. PROVIDER makes no representation or warranty that the use of the Material will not infringe any patent or other proprietary right.

In no event shall PROVIDER be liable for any use by RECIPIENT of the Material or any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material. Furthermore, RECIPIENT agrees to indemnify PROVIDER and any of its employees and hold it and them harmless from any action, claim, or damage, arising directly or indirectly from RECIPIENT's possession, testing, screening, distribution or other use of the Material provided under this agreement, and/or from RECIPIENT's publication or distribution of the test reports, data and other information relating to said Material.

7. Confidentiality

The parties foresee the exchange of confidential information within the framework of this Agreement. Information considered confidential by either party shall explicitly be marked "Confidential" or shall, at the time of oral disclosure, be clearly identified as confidential to the receiving party.

Confidentiality shall not apply to information that is or becomes part of the public domain other than through a breach of this Agreement, information that is received from a third party under no obligation of confidentiality towards the parties and information that is developed without use or reference to information deemed confidential under this section.

This Agreement will not be deemed to restrict either party from complying with a request, a lawfully issued governmental or court order that obligates the receiving party to disclose confidential information, or from complying with a request to disclose confidential information in accordance with the Swedish principle of public access to official documents (tryckfrihetsförordningen). Any disclosure shall however be restricted to what is legally required and the receiving party shall immediately inform the disclosing party of any such request and to the extent possible consult with the disclosing party before a decision to disclose information is made.

Information provided under this Agreement shall be used only for the purposes set out herein and shall be handled with no less than reasonable care. Confidential or otherwise sensitive information shall be disclosed on a need to know basis to persons directly involved in the research conducted by RECIPIENT or the handling of Material conducted by PROVIDER.

8. Assignment and amendments

This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of PROVIDER.

No modification of this Agreement will be effective unless in writing and signed by authorised representatives of both parties.

9. Applicable law and dispute resolution

This agreement shall be governed and interpreted in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this agreement, or breach termination or invalidity thereof, shall be settled by the courts of Sweden, the Stockholm district court (Sw: Stockholms tingsrätt) being the court of first instance.

10. Entire Agreement

This Agreement consists of this body text, Attachment 1 (Specification of Materials) and Attachment 2 (Specification of Research).

This constitutes the entire Agreement between the parties with respect to the transfer of Materials specified. This Agreement supersedes all prior agreements in this respect.

11. Term and termination

This Agreement shall enter into force on the day it is signed by the parties duly authorised representatives and shall stay in full force and effect until the specified research has been carried out.

The parties may also terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. Upon such termination RECIPIENT shall immediately cease working on the specified research and shall, at the request of PROVIDER, return or destroy all unused Material.

Except as otherwise stated in this Agreement, any provisions in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

This Agreement has been made in two counterparts, one for each party.

Stockholm, [insert date]	[Insert town and date]
KAROLINSKA INSTITUTET [Insert name of Authorised Official] [Title of Authorised Official]	[Insert name of university/company] [Insert name of Authorised Official] [Title of Authorised Official]

Certification of PROVIDER SCIENTIST: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the provision of Material and information.
Stockholm, [Insert date]

…….
[Insert name of PROVIDER SCIENTIST]

Certification of RECIPIENT SCIENTIST: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the Material transferred as well as with regard to information provided.
[Insert town and date]

…….
[Insert name of RECIPIENT SCIENTIST]

Attachment 1

Specification of Materials

Beskriv och definiera vad som ska anses som material i enlighet med vad som är lämpligt för det specifika materialet. Tänk på att anpassa beskrivningen så att den stämmer överens med era önskemål och intentioner med avtalet samt eventuella samtycken eller etikgodkännanden.

Attachment 2

Specification of Research

Specificera och avgränsa tydligt vad materialet får användas till.