



## MATERIAL TRANSFER AGREEMENT

To protect the 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. Name and address of supplier: The University of Bergen (UiB), Department of *Biomedicine* ("Supplier"), has collected and/or developed the materials
2. Description of materials: ITGA11-Cre driver mouse strain as described in :  
  
Alam, J., M. Moses, A. Romaine, M. Sawan, A.O. Melleby, N. Lu, B. Eckes, G. Christensen, and **D. Gullberg**. 2020. Characterization of an integrin ITGA11-Cre mouse strain with Cre recombinase expression restricted to fibroblasts. *Matrix Biol Plus*. <https://doi.org/10.1016/j.mbplus.2020.100045>
3. Name of Scientist: **xxxx** (the "Recipient Scientist") who is an employee of **xxxx**
4. Name and address of Scientist's Institution: **xxxx** (the "Recipient Institution"); and wishes to acquire a sample of the Materials for academic research relating to:
5. Description of academic research (the "Research Programme") for which Materials are to be used: **xxxx**
6. Quantity of Materials to be supplied and period for which they are to be provided for: The Supplier is willing to provide the Materials for a period of **xxxx** (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

**Appendix 1:** The "Research Programme"/ Project Description

AGREED by the parties through their authorised signatories:

**For and on behalf  
of Recipient Institution**

**Acknowledged by the Recipient Scientist**

*(who is not a party to this Agreement)*

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**For and on behalf of  
Supplier Institution**

-----

**Magnus Holtermann  
Senior Legal Adviser/Acting Head of Section**

**Date:** \_\_\_\_\_

**Department signature:**

**Supplier Scientist:**

## **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 Program 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 Program. 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 Program 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 after providing a written notice to the Supplier indicating Recipient Institution's plans to protect and commercialise Invention. The Supplier will, at all times, retain the right to use an Invention free of charge for non-commercial research and educational purposes.

9. 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.

10. 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.

11. 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.

12. 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.

13. Any dispute between UiB and the recipient of the Material concerning the scope or interpretation of this Agreement, which cannot be settled by negotiation between the Parties within 3 months, shall be settled by Norwegian law with Bergen district court as venue.