

## ANNEX 1: TEMPLATE MATERIAL TRANSFER AGREEMENT

# **MATERIAL TRANSFER AGREEMENT**

### **FOR THE DISTRIBUTION OF BIOLOGICAL MATERIAL**

#### **to non-profit recipients**

This Agreement is concluded between

#### SUBSEQUENT RECIPIENT

Organisation \_\_\_\_\_  
Street \_\_\_\_\_  
Post-Code, City \_\_\_\_\_  
Country \_\_\_\_\_

for

#### SUBSEQUENT RECIPIENT SCIENTIST

Name and Title \_\_\_\_\_

and

#### PROVIDER

Organisation \_\_\_\_\_  
Street \_\_\_\_\_  
Post -Code, City \_\_\_\_\_  
Country \_\_\_\_\_

#### PROVIDER SCIENTIST

for

Name and Title \_\_\_\_\_

## **I. Definitions:**

1. **PROVIDER:**  
Organisation providing the ORIGINAL MATERIAL. The name and address of this party is specified on the first page of the MTA.
2. **SUBSEQUENT RECIPIENT:**  
Organisation receiving the ORIGINAL MATERIAL. The name and address of this party is specified on the first page of the MTA.
3. **SUBSEQUENT RECIPIENT SCIENTIST:**  
The name is specified on the first page of the MTA.
4. **ORIGINAL MATERIAL:**  
The description of the material being transferred will be specified at the end of the MTA.
5. **MPI:**  
The Max Planck Institute for Biology of Ageing is the owner of the ORIGINAL MATERIAL.
6. **MATERIAL:**  
ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the SUBSEQUENT RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
7. **PROGENY:**  
Unmodified descendant from the MATERIAL, such as micro-organism from micro-organism and/or recombinant DNA from recombinant DNA and/or cell from cell, and/or organism from organism.
8. **UNMODIFIED DERIVATIVES:**  
Substances created by the SUBSEQUENT RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Examples include: cloned/subcloned ORIGINAL MATERIAL, purified or fractionated subsets of the ORIGINAL MATERIAL, and proteins expressed from DNA/RNA supplied by the PROVIDER.
9. **MODIFICATIONS:**  
Substances created by the SUBSEQUENT RECIPIENT which contain/incorporate the MATERIAL.
10. **COMMERCIAL PURPOSES:**  
The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organisation. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organisation, including SUBSEQUENT RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organisation. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.
11. **NONPROFIT ORGANIZATION(S):**  
A university or other institution of higher education or an organisation exempt from taxation or any non-profit scientific or educational organisation qualified under a state nonprofit organisation statute.

## **II. Terms and Conditions of this Agreement:**

1. The MPI retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
2. The SUBSEQUENT RECIPIENT retains ownership of:
  - (a) MODIFICATIONS (except that, the MPI retains ownership rights to the MATERIAL included therein), and
  - (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES).
  - (c) If either 2(a) or 2(b) results from the collaborative effort, joint ownership may be negotiated.
3. The SUBSEQUENT RECIPIENT and the SUBSEQUENT RECIPIENT SCIENTIST agree that the MATERIAL:
  - (a) is to be used solely for teaching and academic research purposes;
  - (b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER ;
  - (c) is to be used only at the SUBSEQUENT RECIPIENT organisation and only in the SUBSEQUENT RECIPIENT SCIENTIST's laboratory under the direction of the SUBSEQUENT RECIPIENT SCIENTIST or others working under his/her direct supervision; and
  - (d) will not be transferred to anyone else within the SUBSEQUENT RECIPIENT organisation without the prior written consent of the PROVIDER.
4.
  - (a) The SUBSEQUENT RECIPIENT and/or the SUBSEQUENT RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the SUBSEQUENT RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.
  - (b) Under a separate implementing letter to this Agreement (or an agreement at least as protective of the PROVIDER's or MPI's rights), the SUBSEQUENT RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION(S) for research and teaching purposes only.
  - (c) The SUBSEQUENT RECIPIENT and/or the SUBSEQUENT RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. In case the SUBSEQUENT RECIPIENT wishes to distribute the MODIFICATIONS for COMMERCIAL PURPOSES, the SUBSEQUENT RECIPIENT shall contact the PROVIDER so that the PROVIDER can ask the MPI for permission of the commercial use. It is hereby recognised by the SUBSEQUENT RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the MPI and the MPI has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the SUBSEQUENT RECIPIENT from granting commercial licenses under the SUBSEQUENT RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.
5. The SUBSEQUENT RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this agreement, no express or implied licenses or other rights are provided to the SUBSEQUENT RECIPIENT under

any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER or MPI, including any altered forms of the MATERIAL made by the PROVIDER or MPI. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER or MPI for COMMERCIAL PURPOSES.

6. The SUBSEQUENT RECIPIENT is free to file patent application(s) claiming inventions made by the SUBSEQUENT RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER prior filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.
7. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER and MPI make no representations and extend no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the material will not infringe any patent, copyright, trademark, or other proprietary rights.
8. Except to the extent prohibited by law, the SUBSEQUENT RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER and MPI will not be liable to the SUBSEQUENT RECIPIENT for any loss, claim or demand made by the SUBSEQUENT RECIPIENT, or made against the SUBSEQUENT RECIPIENT by any other party, due to or arising from the MATERIAL by the SUBSEQUENT RECIPIENT, except to the extent permitted by law when caused by the gross negligence or wilful misconduct of the PROVIDER or MPI (as the case may be).
9. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The SUBSEQUENT RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.
10. The SUBSEQUENT RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.
11. This Agreement shall come into force on ----- and will terminate on-----.
12. Paragraphs 5, 7, and 8 shall survive termination.

The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated at the end of the MTA.

The PROVIDER will forward the MATERIAL to the SUBSEQUENT RECIPIENT SCIENTIST upon receipt of the signed copy from the SUBSEQUENT RECIPIENT organisation.

## ORIGINAL MATERIAL

1. mt-tA m.C5024T mice

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2. Optional Termination Date: \_\_\_\_\_

3. Optional Transmittal Fee (to reimburse the PROVIDER for preparation and distribution costs)  
Amount: \$ \_\_\_\_\_

This MTA is effective when signed by all parties. The parties executing MATERIAL TRANSFER AGREEMENT FOR THE DISTRIBUTION OF BIOLOGICAL MATERIAL certify that their respective organisations have accepted and signed the terms and regulations of the MTA, and further agree to be bound by the terms, for the transfer specified above. Please fill in all of the blank lines below and sign:

## SUBSEQUENT RECIPIENT

Company \_\_\_\_\_

Street Address \_\_\_\_\_

Post -Code, City \_\_\_\_\_

Country \_\_\_\_\_

Authorized Official:

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Date \_\_\_\_\_

**PROVIDER**

Organisation \_\_\_\_\_

Street Address \_\_\_\_\_

Post -Code, City \_\_\_\_\_

Country \_\_\_\_\_

Authorized Official:

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Date \_\_\_\_\_