



MATERIAL TRANSFER AGREEMENT

(hereinafter referred to as **AGREEMENT**)

between

Name of Provider:

Heidelberg University, Seminarstr. 2, 69117 Heidelberg, represented by Dr. Holger

Schroeter, Chancellor

(hereinafter referred to as **UNIVERSITY**)

Name of Scientist providing the Material:

Prof. Dr. Sergij Goerd

Ruprecht-Karls-Universität Heidelberg,

Medizinische Fakultät Mannheim,

Theodor-Kutzer-Ufer 1-3,

68167 Mannheim, Germany

(hereinafter referred to as “the UNIVERSITY SCIENTIST”)

and

Name of Organization receiving the Material and Address for Release:

University or Institution

...

...

(hereinafter referred to as “the RECIPIENT”)

Name of Scientist receiving the Material

Name, title

Lab, group, etc.

...

(hereinafter referred to as the “RECIPIENT SCIENTIST”)

MATERIAL:

"Clec4g-Cre" mouse as published in "Hepatic endothelial Notch activation protects against liver metastasis by regulating endothelial-tumor cell adhesion independent of angiocrine signaling", Wohlfel et al., Cancer Research, 79(3):598-610. doi: 10.1158/0008-5472.
Official strain nomenclature: C57BL/6N Tg(Clec4G-icre)1.1Sgoe (MGI: 6280453
(hereinafter referred to as "Material")

Nature of Work:

Using Clec4g -Cre as liver endothelial specific cre driver mouse for cell specific KO mice. Main interest is crossing Clec4g-iCre mice with floxed mice and study effects in progeny thereafter.

(hereinafter referred to as "the Work")

UNIVERSITY hereby grants RECIPIENT and its affiliates permission to use MATERIAL solely for the purposes of the Work.

The parties agree as follows:

All MATERIAL is considered proprietary to UNIVERSITY and UNIVERSITY shall be free, in its sole discretion, to distribute the MATERIAL to others and to use it for its own purposes. UNIVERSITY authorized the UNIVERSITY'S SCIENTISTS to distribute the MATERIAL to RECIPIENT.

"Affiliate" shall mean any RECIPIENT or undertaking which directly or indirectly through one or more entities, controls or is controlled by, or is under common control with RECIPIENT. Control shall mean the power to directly or indirectly direct the management and policies of the RECIPIENT or undertaking through for example the ownership of voting rights or by contract.

"MODIFICATIONS" shall mean substances created by the RECIPIENT which contain/incorporate the MATERIAL.

1. RECIPIENT shall treat in confidence, for a period of five (5) years from the date of its disclosure, any written information pertaining to the MATERIAL provided to RECIPIENT by UNIVERSITY or UNIVERSITY'S SCIENTISTS (hereinafter "Confidential Information"). Excluded from this obligation shall be any information
(a) that was previously known to RECIPIENT or its affiliates prior to receipt of information from UNIVERSITY, UNIVERSITY'S SCIENTISTS;

- (b) that lawfully is, or becomes publicly available during said five (5) year period through no fault of RECIPIENT;
- (c) which is disclosed to RECIPIENT or its affiliates without confidentiality obligations by a third party having the right to make such disclosure;
- (d) which is independently developed by of RECIPIENT or its affiliates without the use of or reference to any information received from UNIVERSITY; or
- (e) which is required by law to be disclosed (including by statute, regulation, court order or order of a regulatory authority).

2. RECIPIENT shall not distribute or release the MATERIAL to any person other than to RECIPIENT employees in order to carry out this Agreement, and shall ensure that no one will be allowed to take or send this MATERIAL to any other location or to breach any other covenant of this Agreement applicable to the parties, unless prior written permission is obtained from UNIVERSITY. **The Material will be used only at the RECIPIENT organization and only by the RECIPIENT SCIENTIST or by a person under the RECIPIENT SCIENTIST's direct supervision and control and in the RECIPIENT SCIENTIST's laboratory or such laboratory as may be approved by the University in writing prior to any such use. Any person involved in the WORK or having access to the MATERIAL shall be made aware of and be required to comply with the terms of this agreement.** RECIPIENT agrees that neither the MATERIAL, nor any materials treated therewith, will be used in human beings, and that the MATERIAL will not be used for any purpose inconsistent with this Agreement.

3. **The MATERIAL shall be used only for the Work as defined earlier in this Agreement. All derivative materials from the Work ("Derivative Material") shall belong to the RECIPIENT, except to the extent that it contains MATERIAL. Ownership of any Derivative Material incorporating MATERIAL shall be joint, taking into account the respective contribution of the parties in such Derivate Material. The UNIVERSITY may at any time request a sample of the Derivate Material. Any excess MATERIAL or Derivate Material remaining after completion of experimental protocols will be disposed of in a manner compliant with local health and safety regulations and associated legislation pertaining to the RECIPIENT SCIENTIST's Organization.**

4. RECIPIENT agrees that nothing herein shall be deemed to grant to RECIPIENT any rights under any intellectual property rights of UNIVERSITY, except as stated in paragraph 8.

5. RECIPIENT shall have no rights in the MATERIAL except for the permission provided for in this Agreement, and at the request of UNIVERSITY, RECIPIENT will return all unused MATERIAL. RECIPIENT shall not analyse the MATERIAL to determine its sequence.
6. **The MATERIAL, Derivate Material that contains Material, and/or Confidential Information shall not be provided to any third part without the prior consultation of the UNIVERSITY.** RECIPIENT will inform UNIVERSITY, in confidence, when so requested, of research results related to the MATERIAL (the "Results"). If either party to this Agreement desires to publish or otherwise disclose (including orally) the Results, the disclosing party will provide the other party with a copy of any manuscript, abstract or other such document evidencing the Results, prior to submission of such document or information to a publisher, or to any other third party, and in any case, not less than sixty (60) days prior to any such third party disclosure, for the purpose of protecting or deleting the proprietary information/intellectual property of the non-disclosing party which might be contained in such information.
7. RECIPIENT acknowledges that the MATERIAL is or may be subject to patent rights. Except as provided in this Agreement, no express or implied licenses or other rights are provided to RECIPIENT. RECIPIENT acknowledges that UNIVERSITY owns intellectual property in the MATERIAL.
8. UNIVERSITY retains ownership of the MATERIAL, its progeny or derivatives. If the research involving the MATERIAL results in a further invention which may be commercially useful, RECIPIENT will promptly disclose the existence of the further invention to UNIVERSITY and transfer all rights to UNIVERSITY. The Parties hereby agree to negotiate in good faith the terms for commercial use by RECIPIENT of the further invention, at a reasonable royalty or compensation to be negotiated in good faith based on the respective parties' contributions thereto and relevant industry standards. UNIVERSITY is free to use the further invention for any research and development purposes.
9. The MATERIAL is experimental in nature and is provided to RECIPIENT WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
10. In no event shall UNIVERSITY be liable for any use by RECIPIENT of the MATERIAL, or any loss claim, damage or liability, of whatsoever kind or nature, which may arise from or in

connection with this Agreement or the use, handling or storage of the MATERIAL, except for that UNIVERSITY shall be responsible for liability which is directly attributable to its gross negligence RECIPIENT will indemnify UNIVERSITY from all claims of third parties.

11. RECIPIENT will use the MATERIAL in compliance with all applicable laws and governmental regulations.

12. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of an authorized officer of UNIVERSITY.

13. If any of the provisions of this Agreement shall become or be held invalid or unenforceable all other provisions hereof shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid and enforceable provision which accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision.

14. This Agreement shall be construed and interpreted in accordance with the laws of Germany. For all controversies in connection with this Agreement the parties to this Agreement submit to the exclusive jurisdiction of the Heidelberg courts.

15. Any progeny and derivatives of the MATERIAL are also covered by the above terms, as well as proprietary know-how or sequence information relating to the production or use of the MATERIAL that is disclosed under confidentiality by UNIVERSITY.

Agreed To:

RECIPIENT

Signature: _____

Print Name: _____

Position: _____

Date: _____

Agreed To:

Heidelberg University

Signature: _____

Print Name: Susanne Geiselhart

Position: Chief Contracts Manager

Date: _____

Recipient Scientist

Signature: _____

Print Name: _____

Position: _____

Date: _____