MATERIAL TRANSFER AGREEMENT

"Transfer from Academia to Academia"

This agreement ("Agreement" or "MTA") is made by and between

Bielefeld University
Universitätsstr. 25
33615 Bielefeld
Germany

(acting for its Institute of)

hereinafter referred to as "PROVIDER"

and

University of ::::
address

hereinafter referred to as "RECIPIENT"

In order to protect certain proprietary material of the Provider, which Provider intends to supply to the Recipient Scientist identified below, the parties agree as follows:

I Definitions

PROVIDER: Organization providing the ORIGINAL MATERIAL. The name is specified above.

RECIPIENT: Organization receiving the ORIGINAL MATERIAL The name is specified above.

Provider Scientist: **Prof. Dr. Torben Lübke**

Recipient Scientist: **Dr….**

ORIGINAL MATERIAL: described and quantified in Annex 1, which constitutes an integral part of this Agreement.

RESEARCH PURPOSE: described in Annex 1, which constitutes an integral part of this Agreement.

MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through

the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including 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 organization. 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.

II. Terms and Conditions of this Agreement:

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that the PROVIDER 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). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

   a) is to be used solely for teaching and academic research purposes as described in the RESEARCH PURPOSE.

b) being experimental in nature must not be used in humans, in clinical trials, or for diagnostic purposes involving human subjects, or animals unless - where applicable - explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals
c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and
d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.

4. After conclusion of the studies on the MATERIAL (in accordance with Annex 1) or at the expiry of this MTA, whichever occurs first, the RECIPIENT shall, at the discretion of the PROVIDER, either destroy or return to the PROVIDER the remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this Agreement as they apply to MODIFICATIONS. Upon written request, the RECIPIENT shall inform PROVIDER on the status of its research.

5. (a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.
(b) Under a separate agreement at least as protective of PROVIDER‘s rights as this Agreement, RECIPIENT may distribute MODIFICATIONS to non-profit organizations for research and teaching purposes only.
(c) Without written consent of PROVIDER, RECIPIENT may not provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from PROVIDER and that PROVIDER 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 RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

6. The 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 RECIPIENT under any patents, patent applications or other proprietary rights of PROVIDER, including any altered forms of the MATERIAL made by PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for profit-making or commercial purposes. The MATERIAL will not be used in research that is subject to consulting or licensing obligations to another corporation, company, or business entity unless written permission is obtained from PROVIDER.

7. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATION for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT.

8. Where the research involving the MATERIAL or a MODIFICATION results in an invention or patentable MODIFICATION of the MATERIAL conceived and reduced to practice in the performance of the RESEARCH PURPOSE, the RECIPIENT and its researcher/s shall promptly disclose this development to the PROVIDER. RECIPIENT and PROVIDER shall decide in common about the inventorship, taking in due consideration the PROVIDER‘s contribution to the invention through its MATERIAL. PROVIDER shall maintain any such disclosure in strict confidence. Inventorship shall be determined under applicable patent law. Ownership shall follow inventorship. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined.

9. Any MATERIAL provided under this MTA is understood to be experimental in nature. It may have hazardous properties. The PROVIDER makes no representations and extends no warranties of any kind, express or implied, as to the merchantability or the fitness or safety of the MATERIAL 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.

10. 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 or nature, which may arise from or in connection with this Agreement or the use, handling or storage of the MATERIAL by RECIPIENT. Except to the extent prohibited by law, RECIPIENT assumes all and any liability for damages, which may arise from the use of the MATERIAL, its storage or disposal. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

11. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. Recipient shall inform PROVIDER SCIENTIST in writing two weeks before any release of results (including abstracts or conference proceedings) obtained by use of MATERIAL. Subject to accepted academic standards for scientific publications and taking into consideration the respective contributions of the Parties, RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications by either naming PROVIDER SCIENTIST as co-author of the publication or citing the source of the MATERIAL.

12. 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 human materials and recombinant DNA, data protection regulations, and RECIPIENT’s responsible local ethics board approval.

13. This MTA shall be construed according to the laws of Germany. Any dispute arising from the interpretation and/or implementation of this MTA, which cannot be settled amicably, shall be brought before a competent court in the city of Bielefeld.
14. This MTA shall enter into force on the date of the last signature to it. It expires after four (4) years without prior notice by any of the parties. The provisions concerning Publications, Intellectual Property and Liability shall survive the expiration.

15. Should any provision of this Agreement be invalid or unenforceable or should the Agreement contain an omission, the remaining provisions shall be valid. In place of an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes closest to the invalid provision. The same shall apply in the case of an omission. This wording contains the entire Agreement between the parties; any changes of the Agreement, including any extensions to the MTA term, must be made in writing.

Date: ……..	Date: ……..
For RECIPIENT: **University of …..**	For PROVIDER: **BIELEFELD UNIVERSITY**
_____ (authorized signature)	_____ Dr. Head of Technology Transfer / on behalf of the Board of Directors
READ AND ACKNOWLEDGED RECIPIENT SCIENTIST	READ AND ACKNOWLEDGED: PROVIDER SCIENTIST
_____ Dr….	_____ Prof. ….

ANNEX 1

ORIGINAL MATERIAL:

Fuca1-knockout mice (as described in Wolf et al. Dis Model Mech. 2016 Sep 1;9(9):1015-28. doi: 10.1242/dmm.025122) in C57Bl6J background.

RESEARCH PURPOSE: