**Material Transfer Agreement**

For Non-Commercial Recipients Only

This Material Transfer Agreement ("MTA") concluded by and between the

European Molecular Biology Laboratory, Meyerhofstrasse 1, 69117 Heidelberg, Germany

 – hereinafter named "EMBL" –

and

Organization / Name

Address

– hereinafter named "Recipient" –

**1. Definitions**

1.1 Upon request the EMBL shall provide to the Recipient "Original Material” described and quantified in Annex 1, which constitutes an integral part of this Agreement.

1.2 "Progeny" is defined as all unmodified descendant from the Original Material including, but not limited to, virus from virus, bacterium from bacterium, cell from cell, or organism from organism.

1.3 "Unmodified Derivatives" are substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material, e.g. sub-clones of unmodified Cell lines, purified or fractionated subsets of the Original Material, proteins, expressed by DNA/RNA, monoclonal antibodies secreted by a hybridoma cell-line, sub-sets of the Original Material such as novel plasmids or vectors.

1.4 "Modifications" are substances created by the Recipient which contain/incorporate any form of the Material, e.g. crosses, breeding varieties, cell fusions, sub-cloning etc.

1.5 The "Material” which, regarding the inherent intellectual property rights is and remains the exclusive property of EMBL, comprises the Original Material, any Progeny, Unmodified Derivatives, the Original Material contained in Modifications and proprietary information concerning the Original Material.

**2. Use of the Material**

2.1 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 recombinant DNA. The Material being experimental in nature must not be used in humans or animals unless -where applicable -explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals.

2.2 Nothing in this agreement shall be construed as granting any license under any intellectual property right vested into EMBL or any right to use the Material or any EMBL information other than herein expressly specified. The Material shall be used exclusively for the purposes described in Annex 1. It must not be released to any person other than the Recipient's Researcher/s named above and staff under their direct supervision who are bound by obligations not less strict than those set out herein. It shall be handled confidentially and forwarded to third parties only to the extent of EMBL’s prior written approval.

The Recipient shall not use the Material or any substance that is replicated or derived thereof for any commercial or profit-generating purpose, or in the conduct of research that is subject to consulting, licensing or other similar legal or commercial obligations with other institutions, corporations or business entities including, but not limited to, use in drug screening, drug evaluation, assay development, or identifying drug targets for commercial purposes without the prior written consent of EMBL.

2.3 After conclusion of the studies using the Material as defined in Annex 1 or at the expiry of this MTA, whichever occurs first, the Recipient shall, at the discretion of the EMBL, either destroy or return to the EMBL the remaining Material and Modifications incorporating the Material. Upon request, the Recipient shall inform EMBL on the status of its research.

**3. Publications**

3.1 The Recipient shall have the right to publish its findings and results related to the Material, provided that the EMBL researcher/s are either named as co-authors of the publication or cited as the source of the Material, according the respective contribution of the Material to the publication. The Recipient shall submit all publications four weeks prior to their public disclosure to EMBL.

3.2 If EMBL determines that a proposed publication by the Recipient contains patentable subject matter directly relating to the method(s) of manufacture or use(s) of the Materials that subject to Clause 4.1 the Recipient does not desire to protect under a patent application, the Recipient will delay submission of the publication for an additional sixty (60) days to allow the EMBL to file appropriate patent application(s).

**4. Intellectual Property**

4.1 Where the research involving the Material or a Modification results in an invention or patentable Modification of the Material, the Recipient and its Researcher/s shall promptly disclose this development to the EMBL. Recipient and EMBL shall decide jointly about the inventorship, taking into due consideration the EMBL’s contribution to the invention through its Material. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined.

4.2 Recipient grants EMBL the non-exclusive right to use any inventions in EMBL’s own internal, non-profit making research and teaching activities without payment of licence or royalty fees to the Recipient.

4.3 At EMBL’s request Recipient agrees to provide EMBL for its internal research use with reasonable quantities of published materials developed, made or discovered in the course of Recipient's research studies using the Material, always provided that Recipient may fulfill this obligation with reasonable effort. Such transfer shall be free of charge, but Recipient may charge an appropriate handling/shipping fee.

**5. Warranties and Liability**

5.1 Any Material provided to this MTA is understood to be experimental in nature. It may have hazardous properties. The EMBL makes no representations and extends no warranties of any kind, express or implied, as to the fitness 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.

5.2. In no event shall EMBL be liable for any act or omission by the Recipient under this Agreement including but not limited to the receipt, use, handling, storage or disposal of the Materials by Recipient scientists, except where such liability is directly due to the negligent acts or omissions of the EMBL. Without limiting the generality of the foregoing, the Recipient shall, to the extent permitted by any statutory law or regulation applicable to the Recipient, indemnify the EMBL for any loss, claim, damage, or liability, of whatsoever kind or nature incurred by EMBL as a result of any third party claims arising from, or in connection with this Agreement or the use, handling, storage or disposal of the Materials by the Recipient except where such loss, claim, damage or liability is directly due to the negligent acts or omissions of the EMBL.

**6. Miscellaneous**

6.1 The Original Material is provided cost-free; however, a handling fee may be charged for its preparation and shipment to the Recipient. As applicable, both items are specified in an accompanying letter to this MTA.

6.2 This MTA shall be construed according to the laws of the Federal Republic 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 of first instance in the city of Mannheim, Federal Republic of Germany.

6.3 This MTA shall enter into force on the date of the last signature to it. It expires automatically after five (5) years or after conclusion of the experiments according to Annex 1, whichever occurs first. Either Recipient or EMBL may terminate this Agreement forthwith by notice in writing if the other Party commits a substantial breach of this Agreement, which in the case of a breach capable of remedy within such period will not have been remedied within thirty (30) days of the receipt by the Party in default of notice identifying the breach and requiring its remedy.The provisions under Clauses 3, 4, 5, and 6.3 shall survive termination and/or expiration.

6.4 In the event the Material or part of it should be under physical control of the Recipient before this MTA is signed, the terms and provisions shall apply for this Material retroactively.

3 Originals – 1 X PARTNER, 1 X EMBLEM, 1 X EMBL Scientist

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| City / Town, dated       | Heidelberg, dated       |
| Address | EMBL, Meyerhofstrasse 1, 69117 Heidelberg, Germany |
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| Name:      Title:       | Name: Ilka SingerTitle: IP Manager |
| City / Town, dated       | Heidelberg, dated       |
| Recipient Scientist | EMBL Scientist |
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| Name:       | Name:  |

# Annex 1

**Original Materials:**

**Aims of the intended experiments, description of research project:**