

BIOLOGICAL MATERIAL TRANSFERT AGREEMENT

UNIL - Dept. pharmacology & toxicology

The « Université de Lausanne, Unicentre, Quartier UNIL-Dorigny – 1015 Lausanne, Switzerland » represented by its « Département de Pharmacologie et de Toxicologie, 27, rue du Bugnon – Quartier UNIL-CHUV – 1005 Lausanne, Switzerland » (hereinafter "UNIVERSITY"), is willing to provide

Dr, ("INVESTIGATOR) and, ("INSTITUTION), (collectively "RECIPIENT"), certain Materials subject to the following terms and conditions.

1. "Materials" of the UNIVERSITY shall mean specifically:....., and all information relating to the Materials provided to RECIPIENT by the UNIVERSITY. "Modifications" shall mean cross-bred progeny and other substances created by RECIPIENT which contain or incorporate the Materials.
2. The Materials shall remain the sole property of the UNIVERSITY. The Materials shall not be transferred by RECIPIENT to anyone other than employees or students working under immediate control and supervision of INVESTIGATOR, and shall not be made available to any other people within the INSTITUTION or elsewhere. The Materials may not be transferred or taken by RECIPIENT to another institution or company without the prior written consent of the UNIVERSITY. Modifications shall be owned by RECIPIENT, except that, the UNIVERSITY retains ownership rights to the Materials included therein.
3. RECIPIENT shall use the Materials solely for research purposes as specified below. Furthermore, RECIPIENT shall not use the Materials in any manner for a commercial purpose. The Materials will be used only as follows: For research of
4. Any information relating to the Materials disclosed by the UNIVERSITY to recipient shall remain the property of the UNIVERSITY, shall be retained in confidence by RECIPIENT, and shall not be disclosed by RECIPIENT to anyone other than employees of INSTITUTION working under immediate control and supervision of INVESTIGATOR, or other employees of the INSTITUTION having a need to know such information.
5. RECIPIENT'S obligations of non-disclosure and restricted use of information shall become effective on the date of disclosure, shall apply to all information received from the UNIVERSITY relating to the materials, and shall terminate five (5) years from the date of disclosure, provided that such obligations of non-disclosure and restricted use of information shall not extend to information disclosed to RECIPIENT by the UNIVERSITY which: a) is or becomes part of the public domain, though no action by RECIPIENT; b) was in the possession of RECIPIENT at the time of disclosure and was not acquired from the UNIVERSITY under an obligation of confidentiality; c) RECIPIENT received from a third party not under an obligation of confidentiality with respect to such information; d) is approved for public release by written authorization of the UNIVERSITY; or e) is required to be disclosed by law or court order.
6. RECIPIENT shall, in accordance with its established practice, keep complete and accurate accounts, notes, data and records of the Research. Upon completion of proposed Research, RECIPIENT shall disclose to the UNIVERSITY any and all information, inventions, data and results obtained from conducting the Research or relating to the use of the Materials (hereinafter "Results") which disclosure shall include, without limitation, copies of relevant summaries and reports. The UNIVERSITY shall keep confidential all such information, inventions, data and results provided by RECIPIENT.
7. Any publication or other public disclosure, written or oral, concerning, relating to or derived from the Materials or their use shall first be provided by RECIPIENT to the UNIVERSITY for review and comment no later than thirty days (30) prior to submission for publication or other disclosure to ensure that information of the UNIVERSITY is not disclosed. RECIPIENT agrees to acknowledge the UNIVERSITY as the source of the Materials in all publications containing any data or information that discloses or relates in any way to RECIPIENT'S use of the Materials, unless otherwise agreed to by the UNIVERSITY.
8. RECIPIENT agrees that nothing herein shall create or imply a license to RECIPIENT of any intellectual property rights to the Material, except for the right to use the Materials for the research purposes expressly granted herein, nor create or imply any obligation to enter into any other agreement.

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9. The materials provided to RECIPIENT may be experimental in nature, may have biological and/or chemical properties that are unpredictable and unknown at time of transfer, and are to be used in a safe manner and in accordance with all applicable governmental rules and regulations. The Materials shall not be used in any study involving human subjects. They are provided by the UNIVERSITY "AS IS." The UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR USE. THE UNIVERSITY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING PATENT RIGHTS, IN THE INFORMATION AND MATERIALS.

10. RECIPIENT agrees to defend, indemnify and hold the UNIVERSITY and its directors, trustees, employees and agents harmless from any claims, liabilities, damages and losses that might arise as a result of RECIPIENT'S use of the Materials except to the extent of willful misconduct on the part of the UNIVERSITY.

11. In consideration of the UNIVERSITY providing the Materials, RECIPIENT hereby grants to the UNIVERSITY a non-exclusive, paid-up license for research purposes only to each discovery, whether patentable or not, made as a result of RECIPIENT'S research using the Materials. RECIPIENT shall promptly notify the UNIVERSITY in writing of the substance of each such discovery and of the filing of any patent application thereon.

12. Upon conclusion of the research to be performed using the Materials, or as a result of just cause upon request by the UNIVERSITY, RECIPIENT agrees to discontinue use of the Materials and will arrange for the return to the UNIVERSITY or for the lawful disposal of all unused Material, as elected by the UNIVERSITY. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings relating to the subject matter hereof. This agreement may not be modified except by a written instrument signed by all parties.

13. This Agreement shall be governed by the laws of Switzerland. Any claim or controversy arising out of or related to this Agreement shall be submitted to the ordinary courts in Lausanne, Switzerland. RECIPIENT shall not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of UNIVERSITY.

UNIL

Signed : _____

By: _____

Date : _____

Signed : _____

By : _____

PACTT

Date : _____

Signed : _____

RECIPIENT

By: _____
INVESTIGATOR

Date : _____

Signed : _____
For and on behalf of the INSTITUTION

By : _____

Date : _____