

MATERIAL TRANSFER AGREEMENT

University of Lausanne having its place at [REDACTED] (“UNIL”), represented by [REDACTED] (“PROVIDER”) is willing to provide [REDACTED], having its place at [REDACTED] (“RECIPIENT”), through [REDACTED] (“INVESTIGATOR”), with certain Materials subject to the following terms and conditions:

1. DEFINITIONS:

- 1.1 “Materials” of UNIL shall mean specifically: [REDACTED], as further described in Annex 1 if necessary, provided to RECIPIENT by UNIL, as well as Unmodified Derivatives and Progeny.
- 1.2 “Unmodified Derivatives” shall mean substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the Materials, such as subclones of unmodified cell lines, purified or fractionated subsets of the Materials, proteins expressed by DNA/RNA supplied by UNIL, or monoclonal antibodies secreted by a hybridoma cell line.
- 1.3 “Progeny” shall mean unmodified descendant from the Materials, such as mouse from mouse, virus from virus, cell from cell, or organism from organism.
- 1.4 “Modifications” shall mean other substances created by RECIPIENT which contain or incorporate the Materials.
- 1.5 “Information” shall mean any and all information and know-how provided by UNIL to RECIPIENT in relation with the Materials.

2. USE OF THE MATERIALS, MODIFICATIONS AND INFORMATION :

- 2.1 The Materials and Information shall remain the sole property of UNIL and shall be used exclusively for teaching and academic purpose, specifically for [REDACTED] (hereafter referred as the “Research”), as further described in Annex 1 if necessary, which constitutes an integral part of this Agreement. The Materials and Information shall not be transferred by RECIPIENT to anyone other than employees and students working under immediate control and supervision of INVESTIGATOR, and shall not be made available to any other persons within the RECIPIENT or elsewhere without the prior written consent of UNIL. The Materials and Information shall not be used for commercial purposes or transferred to commercial entities (“Commercial Use”) without the prior written consent of UNIL.
- 2.2 The Materials shall under no circumstances be used in humans or for clinical or diagnostic purposes. They shall be used in accordance with proper laboratory practice and the highest standards of skill and care and INVESTIGATOR shall ensure compliance with any applicable laws and regulations governing the transportation, storage and use of the Materials.
- 2.3 RECIPIENT agrees, for a duration of five (5) years from date of disclosure, to treat in confidence and to use only in accordance with the terms of this Agreement any and all Information, except for Information that RECIPIENT can demonstrate by written records a) is or becomes part of the public domain, through no action by RECIPIENT; b) was in the possession of RECIPIENT at the time of disclosure and was not acquired from UNIL 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 UNIL; e) was independently developed by or for RECIPIENT without using such Information; or f) is required to be disclosed by law or court order.
- 2.4 Modifications shall be owned by RECIPIENT, except that UNIL retains ownership rights of the Materials and/or Information included therein. In any case, RECIPIENT shall not transfer nor use any Modifications for Commercial Use without the prior written consent of UNIL.

3. REPORT AND RESULTS:

- 3.1 RECIPIENT agrees that nothing herein shall create or imply a license to RECIPIENT of any intellectual property rights herein, nor create or imply any obligation to enter into any other agreement. Upon completion of proposed Research, RECIPIENT shall disclose to UNIL a summary of the results obtained from conducting the Research (“Results”). UNIL shall treat the Results in confidence to the same extent as stated for RECIPIENT in accordance with Section 2 here above.
- 3.2 RECIPIENT is free to file patent applications(s) claiming inventions made by the RECIPIENT through the use of the Materials, except that such patent applications shall not claim: a) the Materials, b) methods to manufacture the Materials, c) a new use thereof, or d) any Modification.

4. PUBLICATION:

RECIPIENT shall acknowledge UNIL and PROVIDER (co-authorship or acknowledgments as applicable in accordance with academic standards and generally acceptable practices) as the source of the Materials in all publications or communications that discloses or relates to the Results, unless otherwise agreed to by UNIL. RECIPIENT shall inform UNIL in writing of any such acknowledgment and undertakes to respect in its communications, designation of the Materials as specified by Recipient (such as name and reference). The obligations under the present clause shall survive termination or expiration of this Agreement.

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5. **WARRANTY:**

The Materials provided to RECIPIENT is 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 safe manner and in accordance with all applicable governmental rules and regulations. They are provided by UNIL "AS IS". UNIL 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 FITNESS FOR A PARTICULAR PURPOSE OR USE. UNIL DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING PATENT RIGHTS, IN THE MATERIALS AND INFORMATION.

6. **LIABILITY:**

Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, transportation, storage or disposal of the Materials. UNIL will not be liable to the RECIPIENT for any loss, claim or demand ("Claim") made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from RECIPIENT's use of the Materials, except to the extent when such Claim are caused by the gross negligence or wilful misconduct of UNIL. In no event shall any party be liable to the other party for loss of profits or other indirect or consequential damages of any kind.

7. **TERM AND TERMINATION:**

This Agreement becomes effective on the last date of signature and expires upon completion of the Research. In case of expiration or of termination of this Agreement by UNIL in case of breach of any obligation hereunder, which may be given by certified mail to RECIPIENT upon thirty (30) days written notice, RECIPIENT agrees to discontinue use of the Materials and Information and will arrange for their return or destruction, as elected by UNIL.

8. **ASSIGNMENT:**

RECIPIENT shall not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of UNIL.

This Agreement may be executed in one or more counterparts, each of which when executed and delivered will be deemed to be an original, but all of which taken together will constitute one and the same agreement. This Agreement will become effective when counterparts have been signed by each of the parties and delivered by facsimile or other means to each other party.

UNIL

RECIPIENT

Signed _____ Signed _____

By: _____ By: _____
UNIL scientist, for and on behalf of UNIL, INVESTIGATOR
as per UNIL internal policies

Date: _____ Date: _____

Signed _____
For and on behalf of the RECIPIENT

By: _____

Date: _____

One copy of this Material Transfer Agreement shall be promptly sent to PACTT Technology Transfer (pactt.info@chuv.ch)

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Annex 1 – Detailed description of Materials and Research

Detailed description of Materials:



Detailed description of Research Purpose:

