material transfer Agreement

This Agreement is between **NAME,** a not-for-profit corporation having a place of business at **ADDRESS** (“RECIPIENT”), and the **University of Veterinary Medicine Vienna,** having the address at theVeterinaerplatz 1, A-1210 Vienna, Austria (“PROVIDER”).

This Agreement shall govern the conditions of disclosure by PROVIDER to RECIPIENT of certain biological Materials (“MATERIAL”) relating to or identified as: frozen material or live mice from EMMA strain B6.129P2-Tyk2<tm1Mmul>/Biat [EMMA ID EM:09904; common name B6.129P2-Tyk2<tmBiat>, lab name FLK1(B6)]**,** developed by **O.Univ.-Prof. Dr.med.vet. Mathias Müller, Institute of Animal Breeding and Genetics, Department for Biomedical Sciences** of the University of Veterinary Medicine Vienna, and requested by **NAME**, a scientist employed by RECIPIENT (“RECIPIENT SCIENTIST”). The PROVIDER retains ownership of the MATERIAL including any MATERIAL contained or incorporated in MODIFICATIONS. MATERIALS include all such biological samples actually provided to RECIPIENT, plus any PROGENY and/or any UNMODIFIED DERIVATIVES of the original biological samples.

1. DEFINITIONS
   1. PROGENY: Unmodified descendant from the MATERIAL
   2. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the MATERIAL. Some examples include: subclones of unmodified cell lines and purified or fractionated subsets of the MATERIAL
   3. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.
   4. 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.
2. The MATERIAL is made available for investigational use only in laboratory animals or *in vitro* experiments and is not for use in humans. RECIPIENT agrees that the MATERIAL will not be used for any other purpose and will be received, handled, stored, used and disposed in compliance with all applicable laws, regulations and guidelines, and in accordance with safe and prudent practices. The MATERIAL will not be administered to human subjects or provided to any third parties, nor will any animals or plants exposed to MATERIAL, or products of such animals or plants, be used for food. Neither the MATERIAL nor any biological or other materials treated therewith will be used in human beings.
3. All right, title and interest in and to the MATERIAL shall be and remain in PROVIDER. No right or license is granted under this Agreement expressly or by implication. RECIPIENT agrees that if the Research utilizing the MATERIAL results in technology, or an invention, a material, or product, which may be commercially useful and/or patentable, RECIPIENT shall promptly notify PROVIDER in writing. RECIPIENT further agrees that nothing herein shall be deemed to grant to RECIPIENT any rights under any PROVIDER patents or any rights to use the MATERIAL, or technology, inventions, products, or other materials which result from Research utilizing the MATERIAL, whether patentable or not, for profit-making or commercial purposes. Any use of the MATERIAL by RECIPIENT for such purposes shall be subject to a separate agreement between PROVIDER and RECIPIENT which the parties agree to negotiate in good faith and containing terms affording appropriate compensation to PROVIDER for such use, and RECIPIENT agrees that profitmaking or commercialization activities will not begin before such an agreement is formalized.
4. This Agreement does not restrict PROVIDER´s right to distribute the MATERIAL to other commercial and non-commercial entities.
5. RECIPIENT agrees not to distribute, transfer, release or in any way disclose the MATERIAL to any person or entity other than laboratory personnel under RECIPIENT SCIENTIST’s supervision, and shall ensure that no one will be allowed to take, distribute, transfer, release or in any way disclose the MATERIAL to any third party, without the prior written consent of PROVIDER.
6. The provision of the MATERIAL to RECIPIENT in no way prevents or restricts PROVIDER´s right to publish any document relating to this MATERIAL.
7. RECIPIENT agrees to inform PROVIDER in confidence of research results related to MATERIAL, by personal communication or by providing copies of manuscripts describing the results of such research at the time the manuscripts are submitted for publication, oral or poster presentation. If the publication comes about, RECIPIENT agrees to acknowledge PROVIDER scientists, as academically and scientifically appropriate, based on provision of the MATERIAL or other direct contribution to the Research. In particular RECIPIENT agrees to cite PROVIDER´s original publication (Conditional ablation of TYK2 in immunity to viral infection and tumor surveillance.; Vielnascher Raimund M, Hainzl Eva, Leitner Nicole R, Rammerstorfer Michael, Popp David, Witalisz Agnieszka, Rom Rita, Karaghiosoff Marina, Kolbe Thomas, Müller Simone et al; 2014; Transgenic research; 23; 519-29; 24696087) in all publications and oral presentations. RECIPIENT agrees to offer PROVIDER Co-authorship whenever it is appropriate.
8. RECIPIENT understands that the MATERIAL is an experimental product of research that may not have been fully characterized which is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. PROVIDER makes no representation or warranty that the use of the material will not infringe any patent or other proprietary right. In no event shall PROVIDER be liable for any use by RECIPIENT of the MATERIAL and/or Research results, or any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from the RECIPIENT’s use, handling, storage or disposal of the MATERIAL. RECIPIENT further agrees to indemnify and hold harmless PROVIDER, officers, agents and employees, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of RECIPIENT’s use, handling, storage, or disposal of the MATERIAL, unless caused by the gross negligence or willful misconduct of PROVIDER.
9. The PROVIDER may terminate this Agreement and require return or destruction of the MATERIAL upon (30) thirty days written notice. RECIPIENT shall otherwise destroy all copies of MATERIALS within one year of the effective date of this Agreement, unless:
10. this deadline is extended by the PROVIDER in writing; or
11. RECIPIENT has indicated to the PROVIDER in writing its desire to obtain a commercial license of MATERIALS and negotiations to that end have begun.
12. This Agreement shall be governed by Austrian law, excluding the conflict-of-law rules, the UN Sales Convention and jury trials. Place of jurisdiction shall be Vienna.
13. No amendment or change to this Agreement may be made except by means of a written document signed by duly authorized representatives of the parties.

In witness whereof, the parties hereto have caused this Agreement to be executed on the dates set forth below by their duly authorized representatives.

**For RECIPIENT**

NAME, TITLE, POSITION\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Title, Position Date, Signature

**For PROVIDER**

O.Univ.-Prof. Dr.med.vet. Mathias Müller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Head of Institute Animal Breeding and Genetics

Name, Title, Position Date, Signature

*READ AND UNDERSTOOD BY:*

**RECIPIENT SCIENTIST**

NAME, TITLE, POSITION\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Title, Position Date, Signature