**MATERIAL TRANSFER AGREEMENT**

**FOR RESEARCH PURPOSES ONLY**

THE UNDERSIGNED,

The **Universitätsklinikum Schleswig-Holstein**, Arnold-Heller-Str., D-24105 Kiel, Germany, lawfully represented in this matter by the board of directors

Site of implementation: ………………….. (**“UK S-H SCIENTIST)**

Hereinafter referred to as **“UK S-H”**;

and

…….

Site of implementation: …………………………..(**“RECIPIENT SCIENTIST”)**

Hereinafter referred to as the **“RECIPIENT”**

THE PARTIES AGREE AS FOLLOWS:

# **I**

In this Agreement the following words and expressions shall have the meanings set out below:

"Material" Original Material, Progeny, and Unmodified Derivatives. The Material shall not include: (a) Modifications, or (b) other substances created by the RECIPIENT Scientist through the use of the Material which are not Modifications, Progeny, or Unmodified Derivatives.

"Progeny" Unmodified descendant from the Original Material, such as virus from virus, cell from cell, or organism from organism.

"Unmodified Derivatives" Substances created by the RECIPIENT Scientist which constitute an unmodified functional subunit or product expressed by the Original Material.

"Modifications" Substances created by the RECIPIENT Scientist which contain/incorporate the Material

## II

The ORIGINAL MATERIAL created by

(name of the responsible scientist at UK S-H) covered by this Agreement includes:

(name of the Material)

(short description / scientific reference)

The MATERIAL listed above is considered proprietary to UK S-H.

## III

UK S-H and RECIPIENT agree that the MATERIAL:

* is to be used solely for teaching and academic research purposes;
* will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of UK S-H

## IV

RECIPIENT shall not distribute or release the MATERIAL to any person other than laboratory personnel

under RECIPIENT Scientist´s direct supervision and shall ensure that no one will be allowed to take or

send the MATERIAL to any other location unless written permission is obtained from UK S-H. UK S-H will control future distributions of the MATERIAL. At the written request of UK S-H, RECIPIENT will cease to use

MATERIAL and will return (at UK S-H´s option) all unused MATERIAL.

**V**

UK S-H retains ownership of the MATERIAL including any MATERIAL contained or incorporated in Modifications.

RECIPIENT retains ownership of:

a) Modifications (except that UK S-H retains ownership rights to the MATERIAL included therein

and b) those substances created through the use of the MATERIAL or Modifications (i.e. do not contain the Original MATERIAL, Progeny, unmodified derivatives). If either a) or b) results from the collaborative efforts of UK S-H and RECIPIENT, joint ownership may be negiotated.

## VI

RECIPIENT shall have the right to distribute substances created by RECIPIENT through the use of the original MATERIAL, only if those substances are not progeny, unmodified derivatives or modifications.

Under a separate agreement at least as protective of UK S-H´s rights as this Agreement, RECIPIENT may distribute modifications to non-profit organizations for research and teaching purposes only.

Without written consent of UK S-H, RECIPIENT may not provide Modifications for commercial purposes. It is recognized by RECIPIENT that such commercial purposes may require a commercial license to its ownership interest in the MATERIAL incorporated in the modifications.

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, trade secrets or other proprietary rights of UK S-H, including any altered forms of the MATERIAL made by UK S-H. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, modifications, or any related patens of the UK S-H 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 UK S-H.

## VII

RECIPIENT shall periodically inform UK S-H of research results related to the MATERIAL and will provide UK S-H with a copy of any manuscripts describing the results of such research at the time the manuscript is submitted for publication. RECIPIENT shall mention UK S-H by name in any publication or the responsible UK S-H members as co-authors or in any other appropriate way.

## VIII

THE MAETRIAL IS EXPERIMENTAL IN NATURE AND IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITIY OR FITNESS FOR A PARTICLUAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, UK S-H MAKES NO REPRESENTATION OR WARRANTY THAT THE MANUFACTURE, SALE, TRANSFER OR USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR PROPRIETARY RIGHT OF OHTERS:

**IX**

RECIPIENT shall notify UK S-H promptly in writing of any invention, improvement, modification, discovery or development (each, an “Invention” ) of MATERIAL or associated know how and data conceived or reduced to practice in the course of the RECIPIENT´s research with MATERIAL or associated know how and data. In the patent applications UK S-H employees shall be mentioned as co-inventors according to their contribution to the invention and UK S-H shall be mentioned as co-applicant, if appropriate under statutory provisions.

RECIPIENT hereby grants UK S-H a royalty free, world-wide, non-exclusive license for its internal research purposes under any technology, any patent thereon and any material resulting from the use of the MATERIAL by RECIPIENT. If RECIPIENT commercially evaluates the research results, the parties shall start good faith negiotations leading a sufficient participation of UK S-H in RECIPIENT´s benefits.

**X**

In no event shall UK S-H be liable for any use by RECIPIENT of the MATERIAL or any loss, claim,

damage or liablility, of whatsoever kind or nature, which may arise from or in connection with

this Agreement or the use, handling or storage of the MATERIAL.

## XI

RECIPIENT agrees to comply with all applicable laws, rules and regulations relating to the care, welfare, handling, breeding, storage, transfer and disposal of the MATERIAL, including all laws relating to shipment to and from (and which will be made free on board) UK S-H, Kiel, Germany. RECIPIENT agrees to waive all claims against UK S-H and to indemnify, defend and hold harmless UK S-H, its employees and agents from amd against all claims, damages and liability that may be asserted by third parties arising out of the use, care, handling, disposal, transfer, breeding and shipment of the MATERIAL.

**XII**

Should any provision of this agreement be invalid or unenforceable or should the contract contain an omission, the remaining provisions shall be valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes economically 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 have to be made in writing.

THUS AGREED UPON, SIGNED AND EXECUTED IN TWOFOLD

**UK S-H ………..**

Signature: ……………………………………............ Signature: ……………………………….

Name: Name:

Title: Legal Department Finance Department Title:

Date: …………………………………… Date: ……………………………….

**Seen and acknowledged by Seen and acknowledged by**

**UK S-H Scientist …………….. Scientist**

Signature: …………………………………… Signature: ………………………………….

Name: Name:

Title: Title:

Date: …………………………………… Date: ………………………………….