**AGREEMENT FOR RELEASE OF**

### MATERIALS FOR ACADEMIC RESEARCH

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| --- | --- |
| Name of Danish Cancer Society scientist  *Brief description of Materials to be released* | A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Danish Cancer Society Scientist**”) of THE DANISH CANCER SOCIETY whose registered office is at Strandboulevarden 49, DK 2100 Copenhagen, Denmark (the “**Danish Cancer Society**”) has developed the materials known as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Materials**"). |
| *Name of person to whom Materials are to be sent*  *Name and full address of Recipient Scientist's University /Institute* | B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Recipient Scientist**") of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Recipient**") wishes to acquire a sample of the Materials solely for use in academic non-commercial research as described in the Schedule under the direct supervision of the Recipient Scientist (the “**Research**"). |
|  | C. The Danish Cancer Society agrees to make a sample of the Materials available to the Recipient pursuant to this agreement (the “**Agreement**”) on the terms and conditions shown overleaf, which the Recipient agrees to comply with. |
| To be completed by authorised signatory of the Danish Cancer Society | Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_ For the DANISH CANCER SOCIETY |
| *To be completed by the Danish Cancer Society Scientist releasing Materials* | Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_  Approved by the Danish Cancer Society Scientist |
| To be completed by authorised signatory of the Recipient University/Institute | Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_  For the Recipient |
| *To be completed by the Recipient Scientist* | I hereby confirm that although I am not a party to it I have read and understood this Agreement (including the attached terms and conditions).  Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**DANISH CANCER SOCIETY**

**TERMS AND CONDITIONS OF AGREEMENT FOR**

**RELEASE OF MATERIALS FOR ACADEMIC RESEARCH**

1. The Recipient may use the Material, substances which constitute an unmodified functional subunit or product expressed by the Material together with any progeny of either regardless of who generates any of the forgoing (all and any of the foregoing the “Transferred Materials”) solely for the Research.
2. The Recipient will take all necessary steps to ensure the proper and safe handling, storage and use of the Transferred Materials together with materials (other than Transferred Materials) created by the Recipient that contain or incorporate the Transferred Materials and any progeny thereof (“Modified Derivatives”) in accordance with all applicable laws and regulations and such written instructions or advice which the Danish Cancer Society may give from time to time. The Recipient will ensure that no-one other than the Recipient Scientist and others engaged in the Research under Recipient Scientist’s direct supervision (the “Researchers”) have access to the Transferred Materials or the Modified Derivatives and that they are not taken or sent to any location other than the Recipient Scientist’s laboratory at the Recipient.
3. The Recipient will ensure that those Researchers to whom Recipient makes the Transferred Materials and/or the Modified Derivatives available are made aware of and agree to be bound by the same obligations as the Recipient is in relation to the Transferred Materials and the Modified Derivatives.
4. Should the Recipient become aware that the Transferred Materials and/or the Modified Derivatives have, or may have, come into the possession of at third party, or that they are being used for commercial purposes, the Recipient will promptly notify the Danish Cancer Society and provide the Danish Cancer Society with full details thereof.
5. Should the Recipient be approached by a third party expressing an interest in the Transferred Materials and/or the Modified Derivatives, the Recipient will direct their enquiries to the Danish Cancer Society and notify the Danish Cancer Society of the name of that third party and the nature of their interest.
6. Any information provided to the Recipient by the Danish Cancer Society relating to the Material (the “Information”) shall at all times be treated in strict confidence and shall only be disclosed to Researchers who need to know, provided always that those Researchers are informed of the confidential nature of that Information. The Information shall be used by the Recipient solely for the Research. The Recipient acknowledges and agrees that it has no right, title or interest whatsoever in the Transferred Material or the Information and the same shall vest or remain vested in either the Danish Cancer Society or its licensors absolutely. Right, title and interest in the Modified Derivatives shall vest in the Recipient except that either the Danish Cancer Society or the Danish Cancer Society’s licensors shall retain ownership rights to the Transferred Material included therein.
7. If the Recipient wishes to use or licence substances created by the Recipient that contain or incorporate Modified Derivatives in either case for commercial purposes, the Recipient agrees, in advance of such use, to seek from the Danish Cancer Society or the Danish Cancer Society’s nominee or the Danish Cancer Society’s licensor a commercial licence to the Transferred Materials contained therein provided that there shall be no obligation to provide such licence. If the Recipient wishes to transfer any Modified Derivatives to another researcher either at the Recipient or another research institute or university this shall be subject to the Danish Cancer Society’s prior written consent and a written agreement between that researcher and the Recipient at least as protective of the Danish Cancer Society’s or the Danish Cancer Society’s licensor’s rights to the Transferred Material as this Agreement and the Recipient will ensure that such researcher does not use the Modified Derivatives, and/or any subsequent Modified Derivatives, for commercial purposes without the consent of the Danish Cancer Society or the Danish Cancer Society’s licensor. It is understood by the Recipient that neither the Danish Cancer Society nor the Danish Cancer Society’s licensor shall have any obligation to grant such consent.
8. The Recipient will keep the Danish Cancer Society and the Danish Cancer Society Scientist fully informed of the results arising from the Research. If a patentable invention has been made or any other commercial developments result from the Recipient’s use of the Transferred Materials, the Danish Cancer Society shall be entitled to an equitable share of any revenues that accrue to the Recipient from such commercial development, having regard to the significance (if any) of the contribution to that development represented by the Danish Cancer Society’s provision of the Transferred Materials. If a patentable invention has been made directly related to the Transferred Material, the Recipient agrees to discuss this fully with nominee of the Danish Cancer Society and such nominee’s patent attorneys. If the nominee of the Danish Cancer Society believes that such invention has commercial potential, Recipient will enter into good faith discussions to agree the most appropriate route by which to commercialise the invention.
9. In the event that the Recipient Scientist wishes to publish or make an oral presentation of the results of the Research, the Recipient will ensure that the Recipient Scientist will provide the Danish Cancer Society and the Danish Cancer Society Scientist with a manuscript of the paper to be published or presented thirty (30) days prior to the intended date of submission for publication or presentation. The Danish Cancer Society may within that thirty (30) day period identify within the paper Information which must be removed before publication or presentation may occur. In any publication or presentation the Recipient will give full acknowledgement to the origin of the Transferred Materials. If both the Recipient and Danish Cancer Society Scientist agree, the Danish Cancer Society Scientist shall be included as a co-author on any publication.
10. The Recipient hereby grants the Danish Cancer Society a royalty-free non-exclusive licence to use and consent to the use by others of the results and intellectual property arising from the Research together with the Modified Derivatives for academic research purposes only.
11. In the event that the Recipient decides not to continue with the Research or the Recipient breaches any of the terms and conditions of this Agreement or on request by the Danish Cancer Society on three (3) months written notice, the Recipient shall at the Danish Cancer Society’s option return or destroy the Transferred Materials and/or Modified Derivatives in its possession, and all Information in its possession, whether in documentary, permanent or machine-readable form, including any copies of all or part thereof which the Recipient may generate during the course of the Research save that the Recipient may keep one copy marked as being confidential to the Danish Cancer Society in its records for the sole purpose of determining its obligations hereunder.
12. The Recipient acknowledges that the Transferred Materials are experimental in nature and are provided as is without any warranty, term or representation express or impliedly as to merchantability, fitness for any particular purpose, satisfactory quality or correspondence to any description or sample or as to safety, non-toxicity, testing for the presence or absence of pathogens or otherwise or that the use of the Transferred Materials will not infringe the rights of any third parties insofar as the foregoing may legally be excluded.
13. The Recipient confirms that the Research Programme is not conducted for commercial purposes, nor has any commercial entity made any contribution towards the Research Programme whether in cash or otherwise.
14. The Recipient confirms that the Materials are not to be used for research or testing or any other use involving human subjects, or save to the extent expressly prescribed by the Research, animal subjects.
15. Except to the extent prohibited by United States law governing a Recipient (if applicable) the Recipient agrees to indemnify fully and hold harmless the Danish Cancer Society and their officers, directors, employees and agents (each of which is an “Indemnified Party”) from and against any and all liability (including legal fees) arising out of or in connection with the Recipient’s handling, storage or use of the Materials, unless such claims, liabilities, losses, costs or expenses arise from an act or omission constituting deliberate misconduct or gross negligence on the part of the Indemnified Party seeking to rely on this paragraph 15.

16. The Recipient confirms that it is the employer of the Recipient Scientist and the Researchers and that it is not a party to any agreement that conflicts with this Agreement.

17. Notwithstanding that the Transferred Materials are returned or destroyed pursuant to paragraph 11, the obligations of secrecy under paragraph 6 and the provisions under paragraphs 5, 7, 8, 9, 10, 15, 17 and 18 shall continue in full force and effect.

18. Save for the reference to United States law in paragraph 15 (if applicable) this Agreement shall be governed by Danish law. Any differences or disputes in relation to this Agreement shall be subject to the exclusive jurisdiction of the Danish courts.

# Schedule

[Insert brief description of the research in which the Materials are to be used by the Recipient Scientist, including details of any Modified Derivatives that Recipient Scientist intends to create and details of any studies involving animals.]