

# Material Transfer Agreement

Universität zu Köln, located at Albertus-Magnus-Platz, 50923 Köln, Germany, agrees to provide

**Please insert recipient's name and full address:**

with MATERIAL for the purpose of conducting scientific work in the topic of :

**Specification of experiments:**

under the following conditions:

I.

Definitions:

1. MATERIAL, ORIGINAL MATERIAL: material which, regarding the inherent intellectual property rights is and remains the exclusive property of Universität zu Köln, comprises the Original Material, any progeny, Unmodified Derivatives, the Original Material contained in Modifications and proprietary information concerning the Original Material
2. PROGENY: is defined as unmodified descendant from the Original Material including, but not limited to, virus from virus, Bacterium from Bacterium, Cell from Cell, or organism from organism
3. UNMODIFIED DERIVATIVES: are substances created by the Recipient which incorporate/contain functional subunit or product expressed by the Original Material, proteins, expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell-line.
4. MODIFICATIONS: are substances created by the Recipient which contain the Material e.g. crosses, breeding varieties, Cell fusions, sub-cloning etc.

II.

The ORIGINAL MATERIAL created by

provided by this Agreement includes:

The MATERIAL listed above is considered proprietary to Universität zu Köln.

III.

Universität zu Köln 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 Universität zu Köln.
- In order to work with plasmids or organisms containing either loxP or cre sequences ("Cre-lox Technology) you first have to enter into a license agreement with Bristol-Myers-Squibb Company, DuPont Pharmaceuticals Company, The DuPont Merck Pharmaceutical Company or E.I. duPont de Nemours and Company granting a license under U.S. patent number 4,959,317 ("The License Agreement"). Licenses may be obtained by contacting: Debbie Desmond, Cre-Lox Coordinator, Bristol-Myers Squibb Company, Tel.: 302-456-9431 Mail: <mailto:debra.desmond@bms.com>.

IV.

RECIPIENT shall not release the MATERIAL to any person other than personnel under the scientist's direct supervision. The MATERIAL shall not be transferred or sold to third parties. At the written request of Universität zu Köln, RECIPIENT will cease to use MATERIAL and will return all unused MATERIAL.

V.

Universität zu Köln retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

RECIPIENT retains ownership of : (insert options)

Without prior written consent of Universität zu Köln, RECIPIENT may not provide MODIFICATIONS for commercial purposes. RECIPIENT accepts that such commercial purposes may require a commercial license from Universität zu Köln. Universität zu Köln has no obligation to grant a commercial license to its ownership in the MATERIAL incorporated in the MODIFICATIONS.

VI. (optional)

RECIPIENT agrees that in the event any person, to whom MATERIAL has been made accessible by RECIPIENT, makes an invention, improvement or modification whether patentable or not, based on the MATERIAL as a result of activities conducted hereunder, RECIPIENT shall promptly bring the invention, improvement, or modification and any patent application filed thereon to the attention of Universität zu Köln.

VII.

RECIPIENT shall regularly inform Universität zu Köln (Dr. Manolis Pasparakis) of research results related to the MATERIAL and will provide Universität zu Köln with a copy of the manuscripts describing the results of such research at the time the manuscript is submitted for publication. RECIPIENT shall mention the responsible scientist of Universität zu Köln by name in any publication or as co-author in any other appropriate way.

The MATERIAL covered by this agreement is experimental in nature. No warranty of aptness for a particular purpose is given. Universität zu Köln makes no representation or warranty that the manufacture, sale, transfer or use of the material will not infringe any intellectual property rights of others.

VIII.

Universität zu Köln shall not be liable for any use of the MATERIAL by RECIPIENT or any loss, claim, damage or liability of whatsoever kind of nature, which may arise from or in connection with this agreement or the use, handling or storage of the MATERIAL by RECIPIENT.

IX.

RECIPIENT shall use the MATERIAL in compliance with all laws and governmental regulations and guidelines applicable to the MATERIAL. The agreement shall be construed and governed by the laws of the Federal Republic of Germany.

Please send two copies of this agreement signed by the scientist in charge of the experiments and an authorised official of the receiving institution to:

Dr. Martin Hafner  
Institute for Genetics  
University of Cologne  
Zùlpicher Str 47  
50674 Cologne  
Germany  
Email: martin.hafner@uni-koeln.de

Universität zu Köln  
Stamp

Signature:

Print Name: Dr. Martin Hafner

Date:

RECIPIENT  
Stamp

understood and agreed: Project leader at RECIPIENT

Signature

Signature

Print Name

Print Name

Date

Date