# Standard Material Transfer Agreement

*1. The Parties*

This Standard Material Transfer Agreement - hereinafter referred to as the "SMTA" - is concluded by and between

University of Bonn

Institute of Molecular Psychiatry

Sigmund-Freud-Strasse 25

53127 Bonn

Germany

- hereinafter referred to as “Provider“

and

[*name and address*]

- hereinafter referred to as the "Recipient"

*2. The Material*

2.1 Upon request of the Recipient's Researcher/s

[*name and address*]

EMMA (European Mouse Mutant Archive) shall provide to the Recipient

**Cnr1 tm1zim / Cnr2 tm1zim mice (EM:02273)**

- hereinafter referred to as the "Original Material" described and quantified in Annex 1, which constitutes an integral part of this SMTA.

2.2 "Progeny" is defined as unmodified descendant from the Original Material, such as virus from virus, cell from cell, or organism from organism.

2.3 "Unmodified Derivatives" are substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material, e.g. subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

2.4 "Proprietary Information" means any confidential information, know-how and data, disclosed in writing and marked 'confidential', accompanying the Original Material provided to the Recipient, unless such information is proven to have been in the Recipient's possession before receipt from the Provider, or becomes known to the public or the Recipient through no fault of the Recipient.

2.5 "Modifications" are substances created by the Recipient which contain/incorporate the Material, e.g. crosses, breeding varieties, cell fusions, subcloning etc.

2.6 The "Material" which, regarding the inherent intellectual property rights is and remains the exclusive property of the Provider, comprises the Original Material, any Progeny, Unmodified Derivatives, and Proprietary Information.

*3. The Use of the Material*

3.1 The Recipient shall use the Material for research purposes only, including the verification of published experimental results, in compliance with all laws and regulations applicable to such Material in the Recipient's place and country, including guidelines for work with recombinant DNA. The Material being experimental in nature must not be used in human beings or animals unless - where applicable - explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals (animal welfare).

3.2 The Material shall be used for the purposes described in Annex 1, exclusively.

3.3 The Material must not be released to any person other than the Recipient's Researcher/s named above and staff under their direct supervision who are bound by confidentiality obligations not less strict than those set out herein. It shall be handled confidentially and forwarded to third parties only to the extent of Provider’s prior approval in writing. The Recipient and the Recipient's Researcher/s are not entitled to release Material to its Affiliates and consultants unless Provider’s prior approval in writing has been obtained therefore. Affiliate shall mean any corporation or business entity controlled by, controlling, or under common control of, the Recipient. Control for the purposes of this definition shall mean direct or indirect beneficial ownership of 50 % (fifty percent) or more of the voting interest in an entity, or such other relationship as, in fact, constitutes actual control.

3.4 The Recipient shall make Modifications to the Material only if these Modifications are specified in Annex 1, or to the extent of Provider’s prior approval in writing.

3.5 After conclusion of the studies on the Material or at the expiry of this SMTA, whichever occurs first, the Recipient shall, at the discretion of the Provider, either destroy or return to the Provider the remaining Material and Modifications. At the same time the Recipient shall report to the Provider on the research results achieved with the Material. Such communications shall be held in strict confidence by the Provider, unless published or released by the Recipient.

*4. The Publications*

4.1 The Recipient shall have the right to publish its findings and results related to the Material, which includes paper presentations at scientific meetings and other non-profit fora, provided that

a) a full manuscript of the intended publication or presentation has been submitted to the Provider at least 30 days before submission to a publisher or any other third party, for identification of Provider’s confidential information and know-how, and new protectible intellectual property. Should the Provider communicate to the Recipient the intent to have filed a patent application on the subject matter, in accordance with chapter 5.3 below, within 30 (thirty) days from receipt of the manuscript, the Recipient shall delay the publication, however such delay shall, as a rule, not exceed an additional 30 (thirty) days. Should the Provider remain silent within the initial period of 30 (thirty) days the Recipient is free to present or publish the paper; otherwise the publication shall be delayed until the patent has been filed by the Recipient;

b) the Provider's researcher/s having provided the Material shall, as applicable and mutually agreed, be either named as co-authors of the publication, or cited, or the source of the Mate-rial duly acknowledged therein. As a rule, the Recipient's Researcher/s shall consider and negotiate joint publications with the Provider's researcher/s.

4.2 If the Recipient's Researcher/s do not wish to publish such results, the Provider's researchers having provided the Original Material are entitled to publish them, unless the Recipient has evidenced good reasons to temporarily keep the results in secrecy. The Researcher/s shall be invited, without undue delay, to join the publishing Provider's researchers in the authorship.

*5. The Exploitation*

5.1 If the research involving the Material or a Modification results in an invention or a patentable Modification of the Material (altogether "Invention"), i. e. biological substances which contain or incorporate the Material, or Modifications, or a substantial or essential part thereof, or which have been generated using the Material or Modifications, then the Recipient and the Recipient's Researcher/s shall promptly disclose this development to the Provider. Inventions that contain substantial or essential parts of the Material or Modifications, or are based thereon, if they could not have been achieved without the use of the Material or Modifications (conditio sine qua non). If the Provider claims that an Invention is based on the use of the Material or Modifications this shall be accepted by the Recipient, unless the latter can provide unimpeachable scientific evidence that the Invention was made without using the Material or Modifications. The respective burden of proof shall always lie with the Recipient. Inventorship for such Inventions shall be determined according to the law prevailing at the Recipient's seat.

5.2 At its election, the Recipient may file a patent application within 90 (ninety) days of the Invention in order to secure the protection and exploitation of the results achieved through the use of the Material or Modifications, for the benefit of both, the Recipient and the Provider. The Provider shall have at its sole discretion, alternatively or cumulatively, the following options:

- a license/licenses on the patent/s developed using the Material or Modifications;

- participation in the Recipient's revenues from commercial exploitation of the results/patents;

- acquisition of shares of the company exploiting the results/patents;

- continuous confidential information on the Recipient's further developments of the results.

Upon filing the patent application, or after lapse of 90 (ninety) days of the Invention, whichever is the earlier, the Recipient shall promptly enter into negotiations in good faith with the Provider, settling the terms and conditions of Provider's option. In particular, if a license is granted, they shall determine whether it shall be exclusive or non-exclusive, cost-free or royalty-bearing, revocable or irrevocable, regional or worldwide, with or without the right of sublicensing, taking in due consideration the Provider's contribution to the Invention through its Material. These negotiations shall last no longer than 4 (four) months. During that period the Recipient is not entitled to grant a license to any third party. Should the parties to this SMTA not reach consensus on the terms and conditions in due course the Provider, at the lapse of the negotiation period of 4 (four) months, is entitled to claim an exclusive royalty-bearing, irrevocable, worldwide license, including the right to sublicense it, notwithstanding any statutory Government entitlement. At no point of time the Recipient shall be entitled, however, to grant a license to any third party at equal or more favorable conditions than offered to Provider.

5.3 If the Recipient, within 90 (ninety) days of the Invention does not intend to file a patent or is in delay with its respective decision, it shall effect the filing at the Provider's written request and expense. The Provider shall be entitled to exercise, alternatively or cumulatively, and at its sole discretion, the options outlined in chapter 5.2 above. Good faith negotiations between the parties to this SMTA shall be held aiming at the settlement of the terms and conditions of the option/s so exercised, taking in due consideration the Provider's contribution to the Invention incorporated in the Material, and the Recipient's lack of interest in the patent. During these negotiations the Recipient is not entitled to grant a license to any third party. At no point of time the Recipient shall be entitled, however, to grant a license to any third party at equal or more favorable conditions than offered to Provider.

5.4 In all cases the Provider and the Recipient shall have the right to use the findings so patented in their own non-commercial research work, without any royalties becoming due. Further, neither party shall abandon any such patent without offering the other party a prior option to acquire this patent.

*6. The Warranty, the Liability*

6.1 Any Material provided pursuant to this SMTA is understood to be experimental in nature. It may have hazardous properties. Hence, the Provider makes no representations and extends no warranties of any kind, express or implied, as to the fitness of the Material for a particular purpose, or that the use of the Material will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.

6.2 The Recipient assumes all and any liability for damages which may arise from its use, storage or disposal of the Material. The Recipient shall hold harmless the Provider and its researcher/s for any loss, claim or demand which could be raised by the Recipient, or made the Recipient by any other party, due to, or arising from, the use of the Material by the Recipient, except to the extent caused by the gross negligence or willful misconduct of the Provider.

6.3 To the same extent the Provider shall hold harmless the Recipient from any claim arising out of the Provider's use of the findings made with the Material as communicated by the Recipient.

*7. The Law*

7.1 This SMTA shall be construed according to the laws of the Federal Republic of Germany, under exclusion of any of its choice of law and venue principles, and except for the determination of inventorship as defined in chapter 5.1 above.

7.2 Any dispute arising from the interpretation and implementation of this SMTA, which cannot be settled amicably, shall be brought before a competent court of first instance at the seat of the Provider, i. e. in the city of Bonn, Federal Republic of Germany.

*8. The Duration*

8.1 This SMTA shall enter into force on the date of the last signature to it. It expires after five years without prior notice by any of the parties.

8.2 During its running period each party may terminate this SMTA with 30 days notice to the end of a calendar month, without giving justification.

8.3 In any case of expiry or termination, the Recipient shall, by the last day of validity of this SMTA, comply with the regulations of chapter 3.5 above.

8.4 The stipulations of chapters 3.4, 4, 5, 6, 7, 8.3 and 8.4 of this SMTA shall survive its termination.

*9. The Contact Points*

9.1 Communication in the framework of this SMTA and its implementation shall be handled by researchers of either side nominated as contact points.

The Provider's contact point shall be

Prof. Andreas Zimmer

University of Bonn

Institute of Molecular Psychiatry

Sigmund-Freud-Strasse 25

53127 Bonn

Germany

The Recipient's contact point shall be [*name and address*]

unless modified and communicated in writing to the other party.

9.2 Legally binding declarations on the substance of this SMTA, however, shall be reserved to the Provider and the Recipient. Such declarations shall be made in writing.

Done in duplicate.

For the Provider: For the Recipient:

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Recipient's Researcher

ANNEX 1

Description of the Original Material:

[*description*]

Description of the Research Project:

[*to be added by Recipient*]