**MATERIAL TRANSFER AGREEMENT**

**by and between**

**ASTRAZENECA AB**

**and**

**[CONTRACTING PARTY]**

**DATE: [ ]**

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**MATERIAL TRANSFER AGREEMENT**

This Material Transfer Agreement (the “**Agreement**”) is **[**made effective**]** as of the **[**number**]** day of **[**month**]** **[**year**]** **[**(the “**Effective Date**”)**]**

By and between

(1) ASTRAZENECA AB, a company incorporated in Sweden under no. 556011-7482 with offices at S-151 85 Södertälje, Sweden (“**AstraZeneca**”); and

(2) **[**Name of contracting party, corporate entity description, address, **[**defined term for contractor party for example “**Recipient**”**]**.

## **Recitals**

(A) WHEREAS, AstraZeneca owns or otherwise controls the Materials (as defined below); and

(B) WHEREAS, Recipient desires to obtain samples of the Materials and use such samples for the purpose of conducting the Research (as defined below); and

(C) WHEREAS, AstraZeneca is willing to furnish the Materials to Recipient, upon the terms and conditions set forth herein.

## **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

# Definitions

Unless otherwise specifically provided in this Agreement, the following terms shall have the following meanings:

## “**Affiliates**” means, with respect to a Person, any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. “Control” and, with correlative meanings, the terms “controlled by” and “under common control with” mean (a) the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, resolution, regulation or otherwise, or (b) to own more than 50% of the outstanding voting securities or other ownership interest of such Person.

## **“Confidential Information”** means any information or material disclosed by or on behalf of AstraZeneca to Recipient hereunder relating to the Materials, including, without limitation, any information relating to regulatory documentation, clinical studies and tests performed on the Materials, disclosed in any form including, without limitation, oral and written form, software stored and samples provided.

## **“Loss”** means any and all liabilities, claims, demands, causes of action, damages, loss and expenses, including interest, penalties, and reasonable lawyers’ fees and disbursements.

## **“Materials”** means those materials listed in Schedule 1 hereto, in the aggregate quantities specified in Schedule 1, and (i) any associated know-how and data that is transferred to Recipient by AstraZeneca, (ii) any substance or structure that is a derivative, modification or replication of the Materials and (iii) any other compositions made using such materials.

## “**Parties**” means AstraZeneca and Recipient and “**Party**” means either of AstraZeneca or Recipient.

## “**Person**” means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government.

## **“Research”** means those tests, studies and other activities set forth in Schedule 2 hereto carried out by Recipient.

## **“Research Documentation”** means any and all documents, records, accounts, notes, reports and other data relating to the Research, whether in written, electronic, video or other tangible form created by or on behalf of Recipient.

## **“Researchers”** means all employees or agents of Recipient who are engaged in carrying out the Research.

## **“Results”** means any ideas, inventions, discoveries, know-how, data, documentation, reports, materials, writings, designs, computer software, processes, principles, methods, techniques and other information, recorded in any form, that are discovered, conceived, reduced to practice or otherwise generated as a result of or in connection with the Research or any other use of the Materials by or on behalf of Recipient (whether solely or jointly with others), and any patent, trade secret, copyright or other intellectual property rights pertaining to any of the foregoing, provided, however, that “Results” shall exclude any of the foregoing that is exclusively referable to research methods and technologies owned or controlled by Recipient prior to the Effective Date or subsequently acquired or generated outside the scope of this Agreement. Any substance or structure that is a derivative, modification or replication of the Materials and any other compositions made using the Materials, form part of the Materials pursuant to Section 1.4 and are owned by AstraZeneca pursuant to Section 5.2 below.

# Transfer of Materials

## Transfer of Materials. AstraZeneca agrees to transfer to Recipient the Materials to allow Recipient to carry out the Research.

## DISCLAIMER. ALL MATERIALS PROVIDED BY ASTRAZENECA ARE PROVIDED “AS IS” AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ASTRAZENECA HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIALS, INCLUDING ANY REPRESENTATION OR WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

## NO LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ASTRAZENECA SHALL NOT BE LIABLE TO RECIPIENT, OR ANY OF ITS EMPLOYEES OR AGENTS, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, WITH REGARD TO THE PROVISION OF MATERIALS TO RECIPIENT.

# Conditions of Transfer

## Permitted Use of Materials. The Materials transferred pursuant to this Agreement (a) shall be used by Recipient only for the Research and shall at all times remain solely under the control of Recipient; (b) shall not be used by or delivered by Recipient to or for the benefit of any third party without the prior written consent of AstraZeneca; (c) shall not be used by Recipient in research or testing involving human subjects; (d) shall not be used by Recipient for any commercial purpose, including in any product for commercial use or distribution, or for the purpose of producing any such product or providing any such service; and (e) shall not be used in combination with any other pharmaceutically active agent other than those explicitly set forth in Schedule 2(whether commercially available or otherwise).

## No Sale or Transfer. The transfer of the Materials by AstraZeneca to Recipient shall not constitute a sale of the Materials or an option or license in or to any rights, title or interest in or to the Materials.

## Experimental Nature. Recipient acknowledges (and shall inform the Researchers) that not all of the characteristics of the Materials may be known. Recipient shall use, and shall cause its Researchers to use, the Materials with prudence and appropriate caution in any experimental work.

## Compliance with Law. Recipient shall use, and shall cause its Researchers to use, the Materials in compliance with all applicable laws, rules, regulations, guidelines and requirements. In accordance with the requirements of the United States law and/or any other applicable national laws governing the shipment of drugs, Recipient hereby certifies that (a) it is regularly engaged in conducting tests *in vitro* or in animals used only for laboratory research purposes, and (b) the Materials received pursuant to this Agreement shall actually be used only for tests *in vitro* or in animals used only for laboratory research.

## Animal Care. Recipient agrees that, insofar as the Research involves the use of animals, the Research shall be conducted in accordance with the AstraZeneca International Policy on Animal Care and Use, a copy of which is attached in Schedule 3.

# Disclosures and Reports

Recipient shall keep AstraZeneca informed of all uses that Recipient makes of the Materials. Recipient shall submit a final written report to AstraZeneca within thirty (30) days of the expiration or earlier termination of this Agreement, which report shall include a comprehensive summary of the Research undertaken, any Results (ncluding, for the avoidance of doubt, all raw data resulting from studies conducted in the course of the Research) nd any other accomplishments achieved in connection with such Research.

# Ownership of Results and Materials

## Ownership of Results. Recipient shall, and shall cause the Researchers to, make full disclosure to AstraZeneca of all Results. Subject to this Section 5.1, Recipient shall own and retain all right, title and interest in and to the Results. Recipient does hereby grant, and shall cause the Researchers to grant, to AstraZeneca and its Affiliates (a) an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license, with the right to grant sublicenses without restriction, under the Results to make, use, sell, offer for sale and import any inventions claimed or otherwise included therein and to otherwise use or have used the Results for all purposes, and (b) the exclusive option to obtain an irrevocable, worldwide, exclusive license under the Results to make, use, sell, offer for sale and import any inventions claimed or otherwise included therein and to otherwise use the Results for all purposes. Recipient shall negotiate with AstraZeneca in good faith to determine the terms of any such license agreement. If, after good faith negotiations, the Parties fail to execute an exclusive license agreement within twelve (12) months after AstraZeneca’s receipt of the final report pursuant to Article 4, Recipient shall be free to license such Results to any other party on a non-exclusive basis.

## Ownership of Materials. AstraZeneca shall own and retain all right, title and interest in and to the Materials. Recipient hereby assigns and transfers, and agrees to assign and transfer and to cause each of its Researchers to assign and transfer, without additional consideration, to AstraZeneca all right, title and interest world-wide in and to any derivatives, modifications, replications or compositions made or discovered by or on behalf of Recipient in relation to the Materials and to execute, or cause to be executed, all papers necessary to prove or protect AstraZeneca’s rights therein.

# Confidentiality and Non-Disclosure

## Confidentiality Obligations. From the Effective Date and for five (5) years thereafter, Recipient shall (a) only use the Confidential Information for the purpose of carrying out the Research, and (b) keep confidential and not publish, make available or otherwise disclose Confidential Information, except to its directors, officers, employees, advisors or representatives of Recipient and its Affiliates with a need to know such Confidential Information to meet the said purpose and who are bound by confidentiality and non-use obligations in all material respects equal to those undertaken by Recipient hereunder. Recipient will maintain Confidential Information consistent with the policies and procedures that Recipient uses to protect its own confidential information of a similar nature and will notify AstraZeneca immediately, and cooperate fully at AstraZeneca reasonable request, upon Recipient’s discovery of any loss or compromise of the Confidential Information.

## Exceptions. Recipient’s obligations in Section 6.1 will not extend to any Confidential Information: (a) that is or hereafter becomes part of the public domain without breach of this Agreement; (b) that is received from a third party, other than an Affiliate of AstraZeneca, not bound by confidentiality towards AstraZeneca or its Affiliates; (c) that was already known to Recipient prior to receipt from AstraZeneca; or (d) that is developed by Recipient without use or reference to the Confidential Information.

## Disclosures Required by Law. This Agreement will not be deemed to restrict either Party from complying with a lawfully issued governmental order or other legal requirement to produce or disclose Confidential Information; provided, however, that Recipient shall promptly notify AstraZeneca upon learning of such order or requirement, to enable AstraZeneca to oppose the order or obtain a protective order, and the Parties shall cooperate to a reasonable extent with one another in such proceedings. If Recipient is thereafter required to disclose Confidential Information, Recipient and AstraZeneca will endeavour to agree to a mutually satisfactory means to disclose such information.

## Press Releases and Use of Name. Each Party shall keep the existence of, the terms of and the transactions covered by this Agreement confidential and shall not disclose such information to any other Person through a press release or otherwise, or mention or otherwise use the name, insignia, symbol, trademark, trade name or logotype of the other Party or its Affiliates in any manner without the prior written consent of the other Party in each instance (which shall not be unreasonably withheld). The restrictions imposed by this Section 6.4 will not prohibit any Party from making any disclosure identifying the other Party that is required by applicable law, rule or regulation or the requirements of a national securities exchange or another similar regulatory body, in which event such Party (a) may disclose only that portion of such information that is legally required to be disclosed and shall exercise its reasonable best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the information so disclosed and (b) shall notify the other Party prior to making such disclosure.

# Publication

## Publication. Recipient shall have the right, subject to this Section 7.1, to publish in scientific or other journals, or to present at professional conferences or other meetings, the Results. At least thirty (30) days prior to submission of any material for publication or presentation, Recipient shall provide AstraZeneca with a copy of such material for its review. If requested in writing by AstraZeneca, Recipient shall withhold material from submission for publication or presentation for an additional ninety (90) days from the date of AstraZeneca’s request to allow for the filing of a patent application or the taking of such measures as AstraZeneca deems appropriate to establish and preserve its rights in the information being submitted for publication or presentation. Any permitted publication resulting from work using the Materials shall, subject to Section 6.4, acknowledge AstraZeneca in a manner consistent with the usual conventions in the field of research involved.

## AstraZeneca Rights. Recipient agrees that if it publishes the Results pursuant to Section 7.1, AstraZeneca and its Affiliates are hereby granted an irrevocable, perpetual and royalty-free license to make and distribute copies of such publication under any copyright privileges that Recipient may have. AstraZeneca and its Affiliates also shall have the right to publish independently the Results with appropriate acknowledgement of Recipient’s contribution to the publication.

# Termination

## Term and Termination. This Agreement shall commence upon the Effective Date and shall continue until the Research is completed, unless earlier terminated in accordance with this Section 8.1. AstraZeneca may terminate this Agreement at any time with or without cause upon providing thirty (30) days’ prior written notice to Recipient.

## Effect of Termination. Upon termination of this Agreement Recipient shall promptly cease performing the Research. The expiration or termination of this Agreement shall be without prejudice to any rights or obligations of the Parties that may have accrued prior to the termination and, except as otherwise expressly provided herein, shall not limit any rights or remedies which may be available by law or otherwise. Upon termination or expiration of this Agreement, Recipient shall promptly (a) at AstraZeneca’s option, either destroy or return to AstraZeneca all Materials, provided that in the case of the destruction of the Materials, Recipient shall certify in writing to AstraZeneca that such Materials have been destroyed, (b) immediately deliver to AstraZeneca copies of all Research Documentation and Results, (c) at AstraZeneca’s option, either destroy or return to AstraZeneca all other Confidential Information received from AstraZeneca, provided, however, that Recipient shall be permitted to retain one copy of such Confidential Information for archival purposes, and (d) provide AstraZeneca with a final written report in accordance with Article 4.

## Survival. The provisions of Article 1, Sections 2.2, 2.3, 3.5, 5.1, 5.2, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2, this Section 8.3 and Article 9 shall survive the expiration or termination of this Agreement for any reason.

# Indemnification

In addition to any other remedy available to the Parties, each Party (the **“Indemnifying Party”**) shall defend, indemnify and hold harmless the other Party, its Affiliates and its and their respective officers, directors, partners, shareholders, employees and agents (the **“Indemnified Party”**) from and against any and all Loss incurred by the Indemnified Party to the extent resulting from, arising out of, or in connection with, (a) any breach of any covenant in this Agreement by the Indemnifying Party, (b) the inaccuracy or breach of any representation or warranty made by the Indemnifying Party in this Agreement or (c) the enforcement of the Indemnified Party's rights under this Article 9.

# Representations, Warranties and Covenants

Recipient represents, warrants and covenants to AstraZeneca that (a) it has full power and authority, and has taken all necessary actions and has obtained all necessary authorizations, licenses, consents and approvals required, to execute and perform this Agreement, (b) it shall prior to initiation of the Research obtain from each of its Researchers, other employees and agents who have access to any Confidential Information, rights to any and all information and inventions that relate to the Research, such that AstraZeneca and its Affiliates shall receive from Recipient the rights granted to AstraZeneca and its Affiliates hereunder and (c) neither it nor any Researcher has been debarred or is subject to debarment or has otherwise been disqualified or suspended from performing scientific or clinical investigations or otherwise subjected to any restrictions or sanctions by the FDA or any other governmental or regulatory authority or professional body with respect to the performance of scientific or clinical investigations (a “**Debarred Person**”), and Recipient shall not use in any capacity, in connection with the Research, any Debarred Person.

# Miscellaneous

## Assignment. This Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party, except that AstraZeneca without such consent may assign this Agreement and its rights and obligations hereunder to any of its Affiliates or any successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or substantially all of the business to which this Agreement relates. AstraZeneca shall always have the right to perform any or all of its obligations and exercise any or all of its rights under this Agreement through any of its Affiliates.

## Governing Law and Dispute Resolution. The interpretation and construction of this Agreement shall be governed by the laws of Sweden, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

## Jurisdiction. Subject to Section 11.6, the Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of Sweden for any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement, and agree not to commence any action, suit or proceeding (other than appeals therefrom) related thereto except in such courts.

## Notices. Any notice, request, or other communication permitted or required under this Agreement shall be in writing, shall refer specifically to this Agreement, and shall be deemed given only if hand delivered or sent by an internationally recognised overnight delivery service, costs prepaid, or by facsimile (with transmission confirmed), to the Party to whom notice is to be given at the address set forth in the preamble to this Agreement or at such other address such Party may have provided to the other Party in accordance with this Section 11.4. Such notice, shall be deemed to have been given as of the date delivered by hand or transmitted by facsimile (with transmission confirmed), or on the second business day (at the place of delivery) after deposit with an internationally recognised overnight delivery service, whichever is the earlier.

## Relationship of the Parties. The status of a Party under this Agreement shall be that of an independent contractor. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties or, except as otherwise expressly provided in this Agreement, as granting either Party the authority to bind or contract any obligation in the name of or on the account of the other Party or to make any statements, representations, warranties or commitments on behalf of the other Party.

## Equitable Relief. A breach by either Party of Sections 3.1, 3.4, 3.5 and Article 6 may cause irreparable damage and the non-breaching Party may not be adequately compensated by monetary damages. In the event of a breach, or threatened breach, of any of Sections 3.1, 3.4, 3.5 and Article 6, the non-breaching Party shall be entitled to seek from any court of competent jurisdiction equitable relief, whether preliminary or permanent, without the need to show irreparable harm or the inadequacy of monetary damages as a remedy and without the requirement of having to post a bond or other security. Nothing in this Section 11.6 is intended, or shall be construed, to limit the Parties’ rights to equitable relief or any other remedy for a breach of any provision of this Agreement.

## Waiver. A Party's failure to enforce, at any time or for any period of time, any provision of this Agreement, or to exercise any right or remedy shall not constitute a waiver of that provision, right or remedy or prevent such Party from enforcing any or all provisions of this Agreement and exercising any rights or remedies. To be effective any waiver must be in writing. All rights and remedies are cumulative and do not exclude any other right or remedy provided by law or otherwise available except as expressly set forth herein.

## Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, in any respect, then, to the fullest extent permitted by applicable law and if the rights and obligations of any Party will not be materially and adversely affected: (a) such provision will be given no effect by the Parties and shall not form part of this Agreement, (b) all other provisions of this Agreement shall remain in full force and effect, and (c) the Parties shall use their best efforts to negotiate a provision in replacement of the provision held invalid, illegal or unenforceable that is consistent with applicable law and achieves, as nearly as possible, the original intention of the Parties. To the fullest extent permitted by applicable law, the Parties waive any provision of law that would render any provision in this Agreement invalid, illegal or unenforceable in any respect.

## Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement. This Agreement supersedes all prior agreements, whether written or oral, with respect to the subject matter of the Agreement. Each Party confirms that it is not relying on any statements, representations, warranties or covenants of any person (whether a Party to this Agreement or not) except as specifically set out in this Agreement. Nothing in this Agreement is intended to limit or exclude any liability for fraud. All Schedules referred to in this Agreement are intended to be and are hereby specifically incorporated into and made a part of this Agreement.No modification will be effective unless in writing and signed by authorized representatives of both Parties.

**Execution**

THIS AGREEMENT IS EXECUTED by the authorised representatives of the Parties as of the date first written above.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SIGNED for and on behalf of  **AstraZeneca AB** | |  | SIGNED for and on behalf of (Recipient) | |
|  | |  |  | |
| Signature | |  | Signature | |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |

Schedule -Materials

**[***Please specify the materials and quantities thereof to be transferred***]**

Schedule –Research

[*Please specify the studies/tests to be undertaken by Recipient, the purpose of the Research, maximum term of the Research and content of reports*.]

Schedule – AstraZeneca's Animal Policy

Laboratory Animals: Care and Use

Laboratory animals play an essential role in this process and safety data from animal experiments are an essential requirement of the regulatory authorities before any new therapeutic agents can be tested in humans.

AstraZeneca R&D considers the responsible use of animals to be ethically appropriate where alternatives are not available.

All research involving animals must be carefully considered and justified. The following principles will be fulfilled:

1. A humane approach will be adopted in the care and treatment of all animals, and the greatest consideration given to their health and welfare consistent with meeting the necessary scientific objectives.
2. Alternatives will be proactively sought wherever possible, through research, to replace and reduce the use of animals and to refine experimental techniques.
3. All research which necessitates the use of animals will be designed and undertaken so as to minimise, and preferably avoid, pain, suffering and stress.
4. All studies will use the minimum number of the most appropriate species and strain of animal to achieve the scientific objectives.
5. The sharing of information and data throughout both AstraZeneca R&D and the wider scientific community to enhance the development and uptake of replacement, reduction and refinement techniques will be encouraged.
6. Employees will be adequately trained and competent in the procedures they perform and in the care and welfare they provide.

* All work involving animals will be undertaken strictly in accordance with relevant local, national and internationallegislation, regulations and guidelines.