

MATERIAL TRANSFER AGREEMENT

Bellaterra, Day/Month/Year

Name and address of supplier

UNIVERSITAT AUTÒNOMA DE BARCELONA ('Supplier'),
Edifici A- Campus universitari s/n
E-08193 Bellaterra

has discovered and/or collected and/or developed the following materials:

Insert description of materials

[[Floxed-IL-6 mice produced in the laboratory of Dr. Juan Hidalgo] (the 'Materials')

Insert name and address of Company

[_____] (the 'Recipient') the address of which is [_____]

wishes to acquire a Supply of Materials (as defined in the Terms and Conditions) for research relating to:

Insert description of research for which Materials are to be used

[_____] (the 'Project')

AGREED by the parties through their authorised signatories:

For and on behalf of Supplier

For and on behalf of Recipient

signed

signed

Dr. Armand Sánchez

print name

Vicerector de Recerca i de Transferència

title

date

date

Standard Terms and Conditions for the Acquisition of Materials

1 In this Agreement 'the Materials' shall include any and all materials, documents and information that Supplier may provide to the Recipient under or in connection with this Agreement. All Materials provided by the Supplier from the date of this Agreement shall be subject to the terms and conditions of this Agreement, whether

1.1 one batch of Materials is provided; or

1.2 a series or continuing series of Materials is provided.

(together 'Supply of Materials')

2 The Recipient shall keep the Materials at the Recipient's laboratory taking such steps to protect its security as the Recipient takes to protect its own confidential information.

3 The Materials are the property of Supplier and are to be used by Recipient solely for research purposes and evaluation at Recipient's facilities only. The research to be conducted by the Recipient is restricted to the project described as the Project. The Materials will not be used in human subjects or in clinical trials involving human subjects without the written permission of Supplier.

4 Except as expressly provided in this Agreement, no rights are provided to Recipient under any patents, patent applications, trade secrets, know-how or other proprietary rights of the Provider. In particular, no rights are provided to use the Provider's Materials for profit-making or commercial purposes, such as sale of the Materials, use in manufacturing, provision of a service to a third party in exchange for consideration, or use in research under which another entity obtains rights to research results.

5 Supplier retains ownership of the materials, including any materials contained or incorporated in substances created by Recipient which contain or incorporate the Materials ("Modifications"). Modifications realized only by Supplier shall be the entire property of Supplier. Modifications realized by both Supplier and Recipient, or solely by recipient, shall be the co-ownership of Supplier and Recipient. Recipient retains ownership of those substances created through the use of the materials or modifications that do not contain the original Materials, progeny, or unmodified derivatives).

6 In any publication based on research with the materials, Recipient shall mention the laboratory of Dr. Juan Hidalgo as originator of the Materials. Coauthorship is expected in a reasonable manner.

7 Recipient agrees that it will not pass Materials to any other party without the express written consent of the Supplier.

8 The Recipient shall be responsible for using the Materials in accordance with any applicable laws and regulations governing the transportation, keeping or use of the Materials.

9 The Supplier represents, warrants and undertakes that it owns all necessary property and rights in the Supply of Materials.

10 Any Materials delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Materials. Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against RECIPIENT by any other party, due to or arising from the use of the Materials by Recipient, except to the extent caused by the gross negligence or willful misconduct of Supplier.

11 This Agreement will terminate on the earliest of the following dates: (1) on completion of RECIPIENT's research with the MATERIAL as described in the Project; or (2) on thirty (30) days written notice by either party to the other. On termination of this Agreement, Recipient will discontinue its use of the Materials and will, upon direction of Provider, return or destroy any remaining Materials. Paragraphs 5 and 10 shall survive termination.

12 The Recipient agrees to be bound by this Agreement in consideration of the Supplier making the Materials available to the Recipient.

13 Spanish law shall apply to this Agreement.