# MATERIAL TRANSFER AGREEMENT

Between

RECIPIENT

Name and Title

Street Address

Post -Code, City

Country

for

RECIPIENT SCIENTIST

Name and Title

Street Address

Post -Code, City

Country

and the

PROVIDER

Organisation **Klinikum rechts der Isar** der Technischen Universität München,

represented by its acting Commercial Director Toni Faas

Street Ismaninger Str. 22

Zip Code, City 81675 Munich

Country Germany

for

PROVIDER SCIENTIST

Name and Title Prof. Dr. Jürgen Ruland

Clinic Institute of Clinical Chemistry and Pathobiochemistry

Street Ismaninger Str. 22

Zip Code, City 81675 Munich

Country Germany

**Part I. Definitions:**

**Preamble**

PROVIDER owns certain ORIGINAL MATERIAL. RECIPIENT is interested in obtaining ORIGINAL MATERIAL for research purposes. Provider is willing to provide said ORIGINAL MATERIAL to Recipient, but does not wish to waive any of its intellectual property rights that may be connected to the ORIGINAL MATERIAL.

**Definitions:**

**ORIGINAL MATERIAL:**

A description of the ORIGINAL MATERIAL is attached hereto as Appendix A.

**MATERIAL:**

ORIGINAL MATERIAL, PROGENY, and DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or DERIVATIVES.

**PROGENY:**

Unmodified descendant from the MATERIAL, such as animal offspring from animal parent, micro-organism from micro-organism, or nucleic Acid from nucleic Acid.

**DERIVATIVES:**

Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: 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.

**MODIFICATIONS:**

Organisms created by the RECIPIENT which contain/incorporate the MATERIAL, such as PROGENY organisms with altered genomes.

**DEPENDENT MATERIAL:**

Material that is or contains neither PROGENY nor DERIVATIVES nor MODIFICATIONS and that is formed or created and identified by the RECIPIENT using the MATERIAL, i.e. whose biological properties are determined, such as knockout mice, screening assays etc.

**COMMERCIAL PURPOSES:**

The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS or DEPENDENT MATERIAL to a for-profit organisation. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS or DEPENDENT MATERIAL by any organisation, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS or DEPENDENT MATERIAL to a for-profit organisation.

**RESEARCH**

The research project, for which the MATERIAL will be used, as is described in Appendix B.

**Part II. Terms and Conditions of this Agreement:**

1. The PROVIDER will provide the RECIPIENT with the ORIGINAL MATERIAL within three weeks after validity of the Agreement as well as after receiving the amount referenced in Section II.2.
2. The RECIPIENT shall reimburse the PROVIDER for preparation and distribution expenses by an amount of EURO . The amount is subject to any VAT at the applicable rate and shall be transferred to the following bank account within 30 days after this agreement has become valid: *Bayerische Landesbank, Account number: 20272, bank code: 700 500 00, BIC: BYLADEMM, IBAN: DE82 7005 0000 0000 0202 72 reference:*
3. The PROVIDER retains ownership of the MATERIAL.
4. PROVIDER and RECIPIENT are in any case joint owners of MODIFICATIONS and DEPENDENT MATERIAL.

In cases of joint ownership, the PROVIDER and the RECIPIENT shall be entitled to use all rights and material for research and to give commercial licenses to third parties interested in such material, the latter after previous consultation with respect to avoid a collision of licence areas. In case of any income (royalties etc.) out of such out-licensing each party will provide the other with an adequate share of such income as is customary in the market.

1. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:
2. is to be used solely for the RESEARCH and not for COMMERCIAL PURPOSES,
3. will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;
4. is to be used only at the RECIPIENT organisation and only in the RECIPIENT SCIENTIST's laboratory under the supervision of the RECIPIENT SCIENTIST or others working under his/her supervision; and
5. will not be transferred to anyone else within the RECIPIENT organisation without the prior written consent of the PROVIDER.
6. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from any third party, i.e. anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. PROVIDER, at its sole discretion may then decide to transfer MATERIAL to said third party, under a separate Agreement.
7. Nothing in this MTA, however, shall prevent the PROVIDER and RECIPIENT from granting commercial licenses under their own intellectual property rights.
8. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES except as agreed in No. 4 above.
9. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the PROVIDER agrees to negotiate in good faith with the RECIPIENT to establish adequate terms of a commercial license as far as he is still free to so when any request comes. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third parties.
10. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or DEPENDENT MATERIAL or method(s) of manufacture or use(s) of the MATERIAL. The PROVIDER is entitled to claim co-ownership to such patent applications with the rights agreed in No. 4 supra. In such case he has to bear a part of the costs to be agreed upon in advance. If the RECIPIENT fails to notify the PROVIDER of filing a patent application, the PROVIDER shall receive the additional amount of 50,000 USD as penalty.
11. All data obtained in the course of the Research with the MATERIAL will be submitted to PROVIDER accompanied by a report. These data may be used by PROVIDER without restriction for research purposes of PROVIDER. PROVIDER will have a perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive license under any patent rights and know-how, data finding, results etc. (hereafter “Discoveries”) concerning the Materials, which are generated during the course of the RESEARCH.
12. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOR INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
13. Except to the extent prohibited by law, RECIPIENT assumes liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, damage, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the MATERIAL, the progeny, the unmodified MATERIAL, or the MODIFICATION, or the use thereof, by RECIPIENT, except to the extent permitted by law and when caused by the gross negligence or wilful misconduct of the PROVIDER.
14. RECIPIENT and RECIPIENT SCIENTIST agree to keep the MATERIAL, the MODIFICATIONS, and all information in connection thereto as received by PROVIDER confidential during the term of this agreement and for five years thereafter. However, RECIPIENT shall be free to publish its research relating to the MATERIAL, the PROGENY, or the MODIFICATIONS. Such publication shall include reference to said MATERIAL received from PROVIDER, and brief information regarding said MATERIAL, as required by the standards of scientific publication in the field of research or RECIPIENT. Any intent by RECIPIENT to publish findings relating to the MATERIAL or to MODIFICATIONS shall be timely reported to PROVIDER. PROVIDER may, upon written notice, request that publication of research findings be withheld for a period of 30 days. RECIPIENT agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications. The secrecy obligation does not apply to information as can be established by reasonable proof which
15. was already known to the RECIPIENT or independently developed by him prior to the disclosure of the information by the PROVIDER; or
16. was or becomes public knowledge through no fault of the RECIPIENT; or
17. was obtained by the RECIPIENT from a third party entitled to use and disclose the same as a matter of right; or
18. the RECIPIENT is required by law to disclose; in any such case he has to inform without undue delay the PROVIDER in advance.
19. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable laws, regulations, and guidelines, including National Institutes of Health (NIH) guidelines such as, for example, those relating to research on humans and/or involving the use of animals or recombinant DNA.
20. This Agreement will terminate on the earliest of the following dates:
21. on completion of the RECIPIENT's current research with the MATERIAL, or
22. when the RECIPIENT SCIENTIST leaves the RECIPIENT organization; or
23. on the date specified under 17 hereunder; or
24. on written notice by either party to the other, if the other party has committed a substantial breach of contract.

The RECIPIENT shall notify the PROVIDER if (a) or (b) above has occurred or is about to occur. Upon termination of this agreement, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL, PROGENY, UNMODIFIED DERIVATIVES, AND MODIFICATIONS.

1. Paragraphs 3, 4, 5, 8, 9, 10, 11, 12, 13 and 20 shall survive any termination.
2. (Optional) Date of Termination:
3. Any notice or other form of communication between the parties shall be in writing and be addressed to the addresses specified above.
4. If the RECIPIENT has received or will receive the MATERIAL from any third party, the regulations of this agreement shall apply to this MATERIAL as if it was ORIGINAL MATERIAL provided by the PROVIDER.
5. This Agreement shall be construed, governed, interpreted, and applied according to German law without regard to its conflicts of laws rules or principles. The exclusive place of jurisdiction is Munich, Germany.

# This MTA is effective when signed by all parties. The parties executing MATERIAL TRANSFER AGREEMENT certify that their respective organisations have accepted and signed the terms and regulations of the MTA, and further agree to be bound by the terms, for the transfer specified above. Please fill in all of the blank lines below and sign:

**RECIPIENT ORGANIZATION**

Name and Title

Street Address

Post -Code, City

Country

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECIPIENT SCIENTIST**

Name and Title

Street Address

Post -Code, City

Country

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROVIDER (Organisation providing the ORIGINAL MATERIAL)**

Organisation Klinikum rechts der Isar der **Technischen Universität München**, represented by its acting Commercial Director Toni Faas

Street Ismaninger Str. 22

Zip Code, City 81675 Munich

Country Germany

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

###### PROVIDER SCIENTIST

Name and Title Prof. Jürgen Ruland

Street Ismaninger Str. 22

Zip Code, City 81675 Munich

Country Germany

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix A**

**ORIGINAL MATERIAL (description and amount)**

Frozen sperm or rederived live mice of EMMA strain EM:08437 Prdm6tm1.1Jrld/Biat mouse line.**Appendix B**

**Description of the RESEARCH project, for which the MATERIAL will be used.**

[….]