This Agreement made as of 28.06.2013, between the Medical University of Graz, Auenbruggerplatz 2, A-8036 Graz, Austria ('University') and Company XY ('Recipient') relates to the transfer of research material of University to Recipient.

## University and Recipient hereby agree as follows:

## I. Definitions

1. *‘Material’*. For the purpose of this Agreement, Material shall mean all Material specified under **Attachment A**, any Progeny and Unmodified Derivatives.
2. *‘Progeny’* means unmodified descendant from the Material e.g. virus from virus, cell from cell, organism from organism.
3. *‘Unmodified Derivative’* means any substance created by the Recipient which constitutes an unmodified functional subunit or product expressed by the Material (e.g. subclones, purified or fractionated subsets, proteins expressed by the provided DNA/RNA or monoclonal antibodies secreted by a cell line).
4. *‘Modification‘* means anysubstance created by Recipient which contains/incorporates the Material.
5. *‘Commercial Purpose’* means the sale, license, lease, export, transfer or other distribution of the Material or Modifications to a person or entity not party to this MTA for financial gain or other commercial purposes and/or the use of the Material or Modifications: (a) to provide a service to a person or entity not party to this MTA for financial gain; (b) to produce or manufacture products for general sale or products for use in the manufacture of products ultimately intended for general sale; or (c) in connection with proficiency testing service(s), including but not limited to, providing the service of determining laboratory performance by means of comparing and evaluating calibrations or tests on the same or similar items or materials in accordance with predetermined conditions or to perform contract research or screening of compound libraries.
6. *‘Recipient’* shall also include such party’s associates, successors and assigns.
7. *‘Recipient’s Research Department’* means Recipient’s division authorized to use Material as specified under **Attachment A** 4.b..
8. *‘Confidential Information’* refers to information of any kind that is disclosed by University to Recipient and that is identified by appropriate marking as confidential, as well as all information relating to the ‘*Material’* and whose confidential nature is easily identifiable by the *‘Recipient’.*

**II. Terms and Conditions**

1. *Title*.   
   University retains ownership, right and title pertaining to Material, including any Material contained or incorporated in Modifications.

Recipient retains ownership of:

1. Modifications (except that University retains ownership rights to the Material included therein), and
2. those substances created through the use of the Material or Modifications, but which are not Progeny, Unmodified Derivatives or Modifications or limited pursuant to article 4.

If either (a) and/or (b) result from collaborative efforts of University and Recipient, joint ownership shall be negotiated.

No express or implied licenses or other rights to use the Material, Modifications or any related patents of University for Commercial Purposes are granted under this Agreement.

1. *Limitations*.
2. The Material will be used solely for investigational research purposes as described in **Attachment A** within Recipient’s Research Department and not for commercial purposes (unless a written license has been obtained from University).
3. Recipient will use Material in compliance with all applicable statutes and regulations. In particular, Material will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.
4. The Material is to be used only at the Recipient organization and only in the Recipient Scientist's laboratory under the direction of the Recipient Scientist or others working under his/her direct supervision and will not be transferred to anyone else within the Recipient organization without the prior written consent of the University.
5. *Commercial Use*.

If Recipient desires to use Material or Modifications for Commercial Purposes, Recipient agrees to negotiate the terms of a license with University in good faith. It is understood by Recipient that University shall have no obligation to grant such a license to Recipient, and may grant exclusive or non exclusive commercial licenses to others.

**Any Commercial Use of the Material is strictly prohibited without University’s prior written consent.**

1. *Intellectual Property.*
2. University shall retain ownership of all right, title and interest in the Materials. Recipient retains ownership of: (i) Modifications (except that, as between the parties, University retains ownership rights to University´s Material incorporated therein) and (ii) those substances created through the use of Material, but which do not contain or constitute Material. Notwithstanding the foregoing, Recipient acknowledges and agrees that the Material is subject to the restrictions noted in the “Research Purpose” section of Attachment A. Recipient agrees to acknowledge University as the source of the Material in all research, academic or scholarly publications and in patent applications that reference the Material.
3. Recipient and University shall negotiate in good faith commercial rights of each of them, to the commercial purpose of the invention considering University's role as a supplier of Material used.
4. University is hereby granted a permanent, non-exclusive, royalty-free license for teaching, research and patient care to any discovery or invention relating to a new use of the Material and/or Modifications generated through the Recipient’s research with the Material.
5. *Dissemination.*
6. Recipient agrees to refer to University any request for Material from anyone other than Recipient’s Research Department.
7. Recipient shall not distribute Material beyond Recipient’s Research Department to any other person or entity without University’s prior written consent. Recipient shall refer any request for Material to University.
8. Recipient may not provide Modifications for Commercial Purposes to third parties. It is recognized by Recipient that such Commercial Purposes may require a license from University.
9. *Confidentiality.*

As Material may be subject to patent prosecution, Recipient shall have to make sure to prevent unauthorized use, dissemination or publication of Confidential Information.

1. *Publications.*

The Recipient shall have the right, consistent with academic standards, to publish or present the results of the research work performed in accordance with this Agreement. The Recipient shall disclose such publications to the University. Should the use of the Material result in one or more scientific publication(s), the Recipient should acknowledge in the paper(s) that the Material was given to the Recipient by the University.

1. *Costs.*

Recipient shall reimburse University for any reasonable shipping and related costs that may be incurred when preparing and sending the Materials to Recipient.

**III. Miscellaneous**

1. *Warranty Disclaimer and Indemnification*.

Material is understood to be experimental in nature, thus may have hazardous properties, and therefore is provided without any warranty of merchantability or fitness for a particular purpose or any other warranties, express or implied. The Recipient is willing to inform the University about any problems which may be related to the Material delivered. Recipient agrees to hold University harmless from any claims of liability, loss or damage or wrongdoing related to Recipient’s use or storage of Material. University makes no representation and gives no warranty or undertaking, in relation to them including but not limited to, any warranty

* that it owns all rights in the Materials and that their use will not infringe any third party’s intellectual property rights;
* or that the Materials are virus free, safe, or non-toxic
* and except as expressly provided in this Agreement, any conditions, warranties, representations or other terms express or implied by statute or common law or otherwise are excluded from this Agreement to the fullest extent permitted by law.

The University shall have no liability to the Recipient, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, in relation to the use of the Materials by the Recipient or any other person, or the consequences of their use.

Total liability of the University is excluded for negligence.

The University shall in any case not be liable for any indirect, consequential, or other damages suffered by the Recipient, or any others resulting from the use of the Material or any such invention or product.

1. *Termination.*

This agreement may be terminated on thirty (30) days written notice by either party. At request of University, Recipient will discontinue to use and return or destroy any remaining Material, Unmodified Derivatives and Progeny. If desired, Recipient shall be permitted to complete research in progress for a period up to one year. Unless otherwise agreed, Recipient will remain bound by term II 6. of this agreement for a period of three (3) years.

1. *Governing Law.*

This Agreement is governed by and will be construed in accordance with the laws of Austria and any dispute arising from this Agreement will be finally settled by the competent Courts of Graz.

Recipient is solely responsible for, and shall ensure, compliance with all foreign and domestic, federal, state and local statutes, ordinances and regulations applicable to use of the Material by Recipient. Recipient is solely responsible for obtaining all permits, licenses or other approvals required by any governmental authority in connection with Recipient’s receipt, handling, storage, disposal, transfer and use of the Material

1. *Amendments.*

Any amendments to this Agreement must be made in writing and must be signed with legally-valid effect by both of the parties thereto.

1. *Assignments.*

This Agreement may not be assigned to any third party.

1. *Severability*.

Should any provision of this Agreement prove to be invalid or incapable of fulfillment, or subsequently become invalid or incapable of fulfillment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this Agreement. In such a case, the contracting parties shall be entitled to demand that a valid and practicable provision be negotiated which most nearly fulfils the purpose of the invalid or impracticable provision.

1. *Counterparts.*

This Agreement may be signed in two (2) counterparts, one (1) for the University and one (1) for Recipient, each of which shall be deemed an original and all of which shall together constitute one (1) agreement.

**Medical University of Graz**

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Graz, \_\_\_\_\_\_\_\_\_\_\_\_  Signature Place and Date  Univ.-Prof. Dr. Akos Heinemann  Chair of Institute of Experimental and Clinical Pharmacology |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Graz, \_\_\_\_\_\_\_\_\_\_\_\_  Signature Place and Date  Mag. Caroline Schober - Trummler  Vice Rector for Research & International Affairs |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Graz, \_\_\_\_\_\_\_\_\_\_\_\_  Signature Place and Date  Assoz.Prof. Dr. Rudolf Schicho  Principal Investigator |
| **Recipient**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_  Signature Place and Date  name  function |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_  Signature Place and Date  Principal Investigator |

**Attachment A**

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| **1. Material** |
| GPR44/Ptgdr2 knockout mouse |
| **2. Transmittal Fee** |
| Amount: € xx |
| **3. Medical University of Graz Scientist** |
| 1. Name and Title: Assoz.-Prof. Dr. Rudolf Schicho 2. Research Department: Institut für Experimentelle und Klinische Pharmakologie 3. Street Address: Universitätsplatz 4, 8010 Graz 4. Zip/City: Graz, Austria |
| **4. Recipient Scientist** |
| 1. Name and Title: 2. Research Department: 3. Street Address:   d. Zip/City: , |
| **5. Research Purpose** |
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