**MATERIAL TRANSFER AGREEMENT FOR THE TRANSFER OF ORGANISMS (MTA-TO)**

**to Academic/ Not-for-Profit Organizations**

Provider: Westfälische Wilhelms-Universität Münster, represented by the Rector, Prof. Dr. U. Nelles, acting on her behalf, the Commercial Director of the University Hospital of Münster, Dr. Christoph Hoppenheit , Domagkstr. 5, 48149 Münster, Germany

Performed by: Institute of Molecular Virology

Von-Esmarch-Str.56, 48149 Münster, Germany

Director: Prof. Dr. Stephan Ludwig

Provider Scientist: PD Dr. Viktor Wixler

Recipient: XYZ

Recipient Scientist: XYZ

This is in response to RECIPIENT’s request for the MATERIAL (specifically, the name of the gene or allele mutation that makes the organism(s) unique)

**MATERIAL/Organism, Strain or Species:** ihTNFtg mouse (inducible human TNFalpha transgenic mouse)

and any unmodified derivative and unmodified progeny, as well as any biological materials (including, without limitation: zygotes, embryos, cells, tissues, fluids, etc.) which contain or incorporate the MATERIAL and are derived directly from the original organism or its unmodified progeny, to be used for the purpose of ***(provide a brief description of the research using additional pages if necessary)***:

XYZ a short project description

The PROVIDER requires that the RECIPIENT agree to and the RECIPIENT SCIENTIST acknowledge the following terms before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.

2. **THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.**

3. The MATERIAL will be used for **research purposes only, but** not for commercial purposes.

4. The MATERIAL will not be further distributed to others who are not under the RECIPIENT SCIENTIST’s direct supervision without the PROVIDER’s written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Material Transfer Agreement for the Transfer of Organisms to other scientists for teaching or not-for-profit research purposes only.

5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

6. 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 NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from RECIPIENT’s use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.

7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

8. If the RECIPIENT anticipates that it will generate cross-bred or genetically-modified organisms incorporating the PROVIDER’s modified allele(s), RECIPIENT may transfer such cross-bred or genetically-modified organism(s) to non-profit institutions under the terms of a material transfer agreement that notifies the not-for-profit institution of the existence of PROVIDER’s rights to the modified allele(s) and restricts the use of the transferred organism(s) by the not-for-profit recipient to teaching or not-for-profit research purposes only. This Agreement does not transfer any of PROVIDER’s patent, invention, or other intellectual property rights in the organism(s) to RECIPIENT. Additionally, to the extent that any other party has any patent, invention or other intellectual property rights in the organism(s), these rights are not transferred to RECIPIENT by PROVIDER. The RECIPIENT has to sign separately agreements with the other parties which have patent, invention or other intellectual property rights in the organism(s).

9. Prior to any written or oral disclosure of the Study results involving the MATERIAL, the full text of the proposed disclosure will be sent to the PROVIDER for review and comments at least forty-five (45) days prior to submission for publication or oral presentation. PROVIDER reserves the unrestricted right to have deleted from the proposed publication all PROVIDER confidential information which may be contained therein. In addition, at the request of PROVIDER, any sensitive information will be withheld from disclosure to third parties for a reasonable period of time, not exceeding forty-five (45) additional days. During such time, PROVIDER agrees to hold the RECIPIENT's confidential information contained in the text of the proposed disclosure confidential, but is free to incorporate the same in any regulatory filing or in any patent application.

This Agreement is subject to the laws of the Federal Republic of Germany. Place of venue is Münster/Westf., Germany.

If any provision of this contract is deemed to be, or become, ineffective, the remaining provisions shall remain in full force and effect. Such invalid or ineffective provision shall be replaced by a provision which is valid in law and which best reflects the purpose of the original ineffective provision.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE:

Provider Scientist: PD Dr. Viktor Wixler

Provider Organization: Institute of Molecular Virology, University of Muenster

Address: Von-Esmarch-Str. 56, 48149 Muenster, Germany

Name of Authorized Official: i.A. Dr. Christoph Hoppenheit

Title of Authorized Official: Commercial Director, University Hospital of Münster

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Signature of Authorized Official

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE:

Recipient Scientist: XYZ

Recipient Organization: XYZ

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Authorized Signature for Recipient’s Institution

Name of Authorized Signatory:

Title of Authorized Signatory:

CERTIFICATION OF RECIPIENT SCIENTIST

 I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

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Recipient Scientist Signature

Name of Recipient Scientist: XYZ

Title of Recipient Scientist: XYZ

Recipient’s address for documents: XYZ

E-mail for documents: XYZ

Recipient Scientist’s address for materials: XYZ

E-mail for Recipient Scientist: XYZ@

**ANIMAL TRANSFER ADDENDUM FOR USE**

The terms of this Addendum are directed to the use and transfer of the tangible animal(s).

For transfers of any live animals from Institute of Immunology, University of Muenster to outside laboratories, a fully signed Animal Transfer Agreement should be completed by the parties prior to the actual shipment of the requested animal.

The PROVIDER agrees to transfer the animal(s) described in this Agreement to the RECIPIENT.

RECIPIENT agrees to use the animal(s) solely in connection with biomedical or behavioral research.

Relevant documents concerning the medical history, health status, and research uses of the animal(s), including prior surgical procedures and any infectious disease (human or zoonotic) to which the animal(s) may have been exposed, will be provided in a separate document.

For domestic recipients, RECIPIENT agrees that it will comply with the Animal Welfare Act and its implementing regulations, as applicable. RECIPIENT agrees that it will adhere to all applicable national standards for humane care and use of the animal(s) and assures the PROVIDER that it has appropriate animal care and use policies in place. RECIPIENT agrees that it will adhere to appropriate biosafety practices and use the animals in a safe and responsible manner. RECIPIENT agrees that it will comply with applicable import/export regulations.

PROVIDER is transferring the animal(s) as a service to the research community. The animal(s) is transferred to the RECIPIENT with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

RECIPIENT agrees not to claim, infer, or imply Governmental endorsement of the RECIPIENT, the research project, the institution or personnel conducting the research, or any resulting product(s).