

MATERIAL TRANSFER AGREEMENT

between

PROVIDOR

Professor Lukas A. Huber, M.D.
Director

Biocenter
Division Cell Biology
Innsbruck Medical University
Fritz-Pregl Strasse 3
A-6020 Innsbruck
Austria

hereinafter referred to as "PROVIDOR"

and

RECIPIENT

.....
.....

Name, Address

hereinafter referred to as "RECIPIENT"

Preamble

PROVIDOR has developed Biological Material in the course of academic research.

RECIPIENT wishes to conduct non-commercial research with said Biological Material.

PROVIDOR is willing to provide the Biological Material to RECIPIENT under the following terms and conditions:

1. „Biological Material“ shall mean the following biological material(s) including all progeny, subclones, and derivatives thereof:

Mice with LAMTOR2 floxed and/or deleted allele(s). These mice were described in JCB 175: 861-868, 2006.

2. The Biological Material shall be used by RECIPIENT only in non-commercial research (hereinafter „Research“).

The Biological Material is made available for investigational use only in laboratory animals or *in vitro* experiments and is not for use in humans. RECIPIENT agrees that the Material will not be used for any other purpose. Neither the Biological Material nor any biological or other materials treated therewith will be used in human beings.

3. All right, title and interest in and to the Biological Material shall be and remain in PROVIDOR. No right or license is granted under this Agreement expressly or by implication. RECIPIENT agrees that if the Research utilizing the Biological Material results in technology, or an invention, a material, or product, which may be commercially useful and/or patentable, RECIPIENT shall promptly notify PROVIDOR in writing. RECIPIENT further agrees that nothing herein shall be deemed to grant to RECIPIENT any rights under any PROVIDOR patents or any rights to use the Biological Material, or technology, inventions, products, or other materials which result from Research utilizing the Biological Material, whether patentable or not, for profit-making or commercial purposes. Any use of the Biological Material by RECIPIENT for such purposes shall be subject to a separate agreement between PROVIDOR and RECIPIENT which the parties agree to negotiate in good faith and containing terms affording appropriate compensation to PROVIDOR for such use, and RECIPIENT agrees that profitmaking or commercialization activities will not begin before such an agreement is formalized.
4. This Agreement does not restrict PROVIDOR’s right to distribute the Biological Material to other commercial and non-commercial entities.
5. RECIPIENT agrees not to distribute, transfer, release or in any way disclose the Biological Material to any person or entity other than laboratory personnel under RECIPIENT’s supervision, and shall ensure that no one will be allowed to take, distribute, transfer, release or in any way disclose the Biological Material to any third party, without the prior written consent of PROVIDOR.
6. The Research using the Biological Material shall last not longer than five years, unless the agreement is formally extended. It is the responsibility of the RECIPIENT to seek such a prolongation. In the event RECIPIENT is not using and does not intend to use the Biological Material or as soon as the Research will be concluded or this agreement will expire or be terminated for what reason ever, the RECIPIENT is obliged to return to PROVIDOR, if possible, or to destroy with required care, all Biological Material.
7. The provision of the Biological Material to RECIPIENT in no way prevents or restricts PROVIDOR’s right to publish any document relating to this Biological Material.

8. RECIPIENT agrees to submit copies of all the manuscripts and abstracts for oral or poster presentation that disclose any research results involving the Biological Material to PROVIDOR at least 30 working days before submission for publication, for the purpose of protecting any proprietary or intellectual property rights of PROVIDOR that might be in such publication. If the publication comes about, RECIPIENT agrees to acknowledge PROVIDOR scientists, as academically and scientifically appropriate, based on provision of the Biological Material or other direct contribution to the Research.

9. RECIPIENT understands that the Biological Material is experimental in nature and that it is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. PROVIDOR makes no representation or warranty that the use of the material will not infringe any patent or other proprietary right. In no event shall PROVIDOR be liable for any use by RECIPIENT of the Biological Material and/or Research results, or any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling, storage or disposal of the Biological Material and/or Research results. RECIPIENT further agrees to indemnify and hold harmless PROVIDOR, officers, agents and employees, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities carried out pursuant to this Agreement and the use by RECIPIENTS of the results obtained from Research.

10. This Agreement shall be construed and interpreted in accordance with the laws of Austria. Place of jurisdiction shall be Vienna (Austria).

11. In Witness Whereof, the parties hereto have caused this Agreement to be executed on the dates set forth below by their duly authorized representatives.

For RECIPIENT

Date: _____

By: _____
(Printed Name and Title/Position)

(Signature)

For PROVIDOR

Date: _____

By: _____
(Printed Name and Title/Position)

(Signature)